SUPREME COURT OF THE UNITED STATES.

No. 68.

RICHARD FEN, LESSEE OF DAVID SHRIVER, JUN.,

VS.

MARY LYNN, WM. LYNN, GEO. G. LYNN AND OTHERS, DEVISEES OF DAVID LYNN.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

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S. D. Langtree, Print.

THE UNITED STATES OF AMERICA,

District of Maryland, to wit:

At a Circuit Court of the United States for the fourth Circuit, in and for the Maryland District, begun and held in the city of Baltimore, on the first Monday in April, in the year of our Lord one thousand eight hundred and thirty-nine.

Present the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States; Upton S. Heath, Judge of Maryland District; Nathaniel Williams, Esquire, attorney; Nicholas Snider, Esquire, marshal; Thomas Spicer, clerk.

Among other were the following proceedings, to wit:

DAVID SHRIVER'S Lessee,
vs.
MARY, LYNN, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, who married with Francina C. Lynn, deceased, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley, and Eliza M. Schley, children of Frederick A. Schley, and Francina S., his wife.

Note.—The Chief Justice having been of counsel for the defendant, withdrew from the Bench at the trial of this cause.

Be it remembered, that heretofore, to wit, on the third day of November, in the year of our Lord one thousand eight hundred and twenty-seven, Richard Fenn, Lessee of David Shriver, junior, by John V. L. McMahon, his attorney, declared in the said circuit court here against David Denn, in a plea of trespass in ejectment, with notice thereunto annexed, in form following, to wit:

Circuit Court of the United States, for the fourth Circuit.

Nar.

MARYLAND DISTRICT, *to wit:*

David Denn, a citizen of the State of Maryland, was attached to answer unto Richard Fenn, a citizen of the State of Virginia, in a

plea, wherefore, with force and arms, he the said David, at the State aforesaid, entered into all that tract or parcel of land, with its appurtenances, called and known by the name of George's Adventure, lying and being in Allegany county in the said State of Maryland, and containing four hundred and fifty-six acres, which David Shriver, junior, a citizen of the State of Virginia, had demised to him the said Richard, for a term of years which is yet unexpired, and ejected him from his said farm, and many other wrongs and injuries to him the said Richard, then and there did, to the great damage of him the said Richard, and against the peace, government and dignity of the United States.

And thereupon the said Richard Fen, by John V. L. McMahon, his attorney, complains that whereas the said David Shriver, junior, on the first day of January, in the year of our Lord one thousand eight hundred and twenty-seven, at the State aforesaid, had demised to him the said Richard, all the said tract or parcel of land called George's Adventure, lying and being in Allegany county in said State, and containing four hundred and fifty-six acres, with its appurtenances, to have and to hold the same unto him the said Richard and his assigns, from the said first day of January, unto the full end of fifteen years thence next ensuing, and fully to be complete and ended; by virtue of which said demise, the said Richard entered into the said tract of land, with its appurtenances, and became, and was thereof possessed for the said term to him as aforesaid granted; and the said Richard being so thereof possessed, the said David Denn afterwards, to wit, on the first day of February, in the year aforesaid, with force and arms, &c., entered into the said tract of land, with its appurtenances, in which the said Richard was so interested, in manner and for the term aforesaid, which is not yet expired, and ejected him the said Richard out of his said farm, and other wrongs and injuries to him the said Richard, then and there did, to the great damage of him the said Richard, and against the peace, government and dignity of the United States; wherefore the said Richard saith, that he is injured and hath sustained damage to the value of five hundred dollars current money, and therefore, he brings suit, &c.

JOHN V. L. McMAHON, *for Plaintiff.*

Pledges, &c.

Notice.

To David Lynn, Tenant in possession.

Sir: I am informed, that you are in possession of, or claim title to the premises in this declaration of ejectment mentioned, or some part thereof, and I being sued in this action as a casual ejector only, and having no claim or title to the same, do advise you to appear at the next session of the Circuit Court of the United States, for

the fourth circuit, within the District of Maryland, to be holden at the city of Baltimore, on the eighth day of December next, by some attorney of that court, and then and there, by rule of said court, to cause yourself to be made defendant in my stead; otherwise I shall suffer judgment therein to be entered by default, and you will be turned out of possession.

DAVID DEN.

3d November, 1837.

Copies of which said declaration and notice were made and sent to the marshal for the District aforesaid, thereon endorsed, "Copy to be served on the tenant in possession, or to be set up on the premises if no tenant, &c." At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-seven, and being the day of the return of the service of the aforegoing declaration, and notice in ejectment, comes into the circuit court here, the said Richard Fen, lessee of the said David Shriver, junior, and the marshal of the Maryland district aforesaid, to wit, Thomas Finley, gentleman, to whom copys of the said declaration in ejectment, and notice aforesaid, were in form aforesaid made and sent, certifies the service thereof, to the court here, in form following, to wit:

Return of the Marshal.

"No. 22.—Ejectment—David Lynn, Aleg. Co.
Declaration and notice served, 10 Nov., 1827.
THO. FINLEY, *Marshal.*"

Whereupon, the said Richard Fen, lessee, as aforesaid, of the said David Shriver, Junior, by his attorney aforesaid, prays that the said David Lynn, to his declaration aforesaid, may appear and answer, or, in default thereof, judgment be rendered against the said David Den, the casual ejector.

Whereupon, the said David Lynn, by Roger B. Taney, his attorney, appears in court here, and prays leave of the court here, as tenant of the premises, to be made defendant, in the place of the said David Den, the casual ejector.

Whereupon, it is ruled by the court here, with the consent of the said Richard Fen, lessee of the said David Shriver, Junior, by his attorney aforesaid, and the said David Lynn, who claims the title in question, by his attorney aforesaid, that the said David Lynn be admitted defendant, in the place of the then defendant, David Den, the casual ejector, and that he immediately receive a declaration, and plead thereto the general issue; and at the trial thereon to be had, the said David Lynn should appear in his proper person, or by his attorney or counsel, and confess leave, entry, and actual ouster and expulsion of so much of the premises, in the

said declaration of the said Richard Fen, lessee, as aforesaid, as is in the possession of the said David Lynn, or any other person claiming by or under his title; or in default thereof, judgment be entered against the then defendant, David Den, the casual ejector, but that prosecution be staid against him, until he should make default in any of the premises.

And it was further ruled by the court here, with consent of counsel, that if by reason of such default the said Richard Fen, lessee, as aforesaid, should become non-suit at the trial, the said David Lynn should take no advantage thereof, but should pay the said Richard Fen, lessee, as aforesaid, his costs, &c.

And it was further ruled by the court here, that if, upon the trial of the issue, a verdict should be given for the said David Lynn, or the said Richard Fen, lessee, as aforesaid, should prosecute his declaration for any other cause than for the not confessing lease, entry, and ouster, as aforesaid, the said David Lynn, lessor of the said David Den, should pay the costs, &c.

And thereupon the said Richard Fen, lessee, as aforesaid, declares against the said David Lynn, in the plea aforesaid, in manner and form following, to wit:

Circuit Court of the United States, for the Fourth Circuit.

Declaration against David Lynn.

MARYLAND DISTRICT, *to wit:*

David Lynn, a citizen of the State of Maryland, was attached, to answer unto Richard Fen, a citizen of the State of Virginia, in a plea, wherefore he, the said David, with force and arms, at the State aforesaid, entered into all that tract or parcel of land, with its appurtenances, called and known by the name of George's Adventure, lying and being in Allegany county, in the said State of Maryland, and containing four hundred and fifty-six acres, which David Shriver, Junior, a citizen of the State of Virginia, had demised to him, the said Richard, for a term of years which is yet unexpired, and ejected him from his said farm, and many other wrongs and injuries to him, the said Richard, then and there did, to the great damage of him, the said Richard, and against the peace, government, and dignity of the United States.

And thereupon, the said Richard Fen, by John V. L. McMahon, his attorney, complains that, whereas the said David Shriver, Junior, on the first day of January, in the year of our Lord one thousand eight hundred and twenty-seven, at the State aforesaid, had demised to him, the said Richard, all the said tract or parcel of land, called George's Adventure, lying and being in Allegany county, in said State, and containing four hundred and fifty-six acres, with its appurtenances; to have and to hold the same unto him, the said Richard, and his assigns, from the said first day of

January, unto the full end of fifteen years thence next ensuing, and fully to be complete and ended. By virtue of which said demise, the said Richard entered into the said tract of land, with its appurtenances, and became, and was thereof possessed, for the said term to him, as aforesaid, granted; and the said Richard, being so thereof possessed, the said David Lynn, afterwards, to wit, on the first day of February, in the year aforesaid, with force and arms, &c., entered into the said tract of land, with its appurtenances, in which the said Richard was so interested in manner and for the term aforesaid, which is not yet expired, and ejected him, the said Richard, out of his said farm, and other wrongs and injuries to him, the said Richard, then and there did, to the great damage of him, the said Richard, and against the peace, government, and dignity of the United States. Wherefore, the said Richard saith, that he is injured and hath sustained damage to the value of five hundred dollars, current money, and therefore he brings suit, &c.

Pledges, &c.

JOHN V. L. McMAHON, *for Plt'ff.*

Whereupon, the said Richard Fen, lessee, as aforesaid, of the said David Shriver, Junior, by his attorney aforesaid, prays that the said David Lynn to his declaration, aforesaid, may answer.

And the said David Lynn, by his attorney aforesaid, defends the force and injury, when, &c., and prays leave of the court here, to imparle until the eighth day of May next, and then to ascertain his defence, and answer to the declaration aforesaid of the said Richard Fen, lessee, as aforesaid, of the said David Shriver, Junior, and he has it. The same day is given to the said Richard Fen, lessee, as aforesaid, &c.

At which said eighth day of May, in the year of our Lord one thousand eight hundred and twenty-eight, to which said day the said David Lynn had leave to imparle, and then to ascertain his defence, and answer to the declaration of the said Richard Fen, lessee, as aforesaid, in the plea aforesaid, come again into the Circuit Court here, as well the said Richard Fen, lessee, as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attornies aforesaid, and by order of the court here, thereon is further continued until the eighth day of December next.

At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-eight, come again into the Circuit Court here, as well the said Richard Fen, lessee, as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises afore-

said, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of May next.

At which said eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the Circuit Court here, as well the said Richard Fenn, lessee as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of December next.

At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next, on a case to be stated.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-one, come again into the Circuit Court here, as well the said Richard Fen, lessee as *as* aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-one, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-two, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attorney aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-two, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by John V. L. McMahon and Reverdy Johnson, his attornies, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-three, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-three, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-four, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by

his attornies aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-four, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-five, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the second day of November next.

At which said second day of November, in the year of our Lord one thousand eight hundred and thirty-five, come again into the Circuit Court here, as well the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, as the said David Lynn, by his attorney aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-six, come again into the Circuit Court here, the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, and the said David Lynn doth not come.

Suggestion of the Defendant's Death.

And the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, suggests to the court here, that after the last continuance of the plea aforesaid, and before this day, to wit, at the district aforesaid, the said David Lynn departed this life, and the same is not denied; whereupon further process of and upon the premises, is, by order of the court here, further continued until the first day of November next.

At which said first day of November, in the year of our Lord one

thousand eight hundred and thirty-six, come again into the Circuit Court here, the said Richard Fen, lessee as aforesaid, by his attornies aforesaid.

Leave to issue Summons against the Devisees of David Lynn.

Whereupon, on motion of the said Richard Fen, lessee as aforesaid, by his attornies aforesaid, leave is given by the court here to the said Richard Fen, lessee as aforesaid, according to the statute in such case made and provided, to issue summons returnable to the next term, directed to the devisees of the said David Lynn, to appear and defend in the plea aforesaid.

Whereupon, further process of and upon the premises, is, by order of court here, further continued until the first Monday in April next; the same day is given to the said Richard Fen, lessee as aforesaid, then and there, &c.

And such summons accordingly issue forth out of the Circuit Court here, in the words and of the tenor following, to wit:

Summons against the Devisees of David Lynn.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

To the Marshal for the Maryland District, Greeting:

[L. S.] Whereas, a certain David Denn, a citizen *a citizen* of the State of Maryland, was heretofore attached to answer unto Richard Fen, a citizen of the State of Virginia, in a plea whereof he the said David, with force and arms, at the State aforesaid, entered into all that tract or parcel of land with its appurtenances, called and known by the name of George's Adventure, lying and being in Allegany County, in the said State of Maryland, and containing four hundred and fifty-six acres, which David Shriver, Junior, a citizen of the State of Virginia, had demised to him, the said Richard, for a term of years which is yet unexpired, and ejected him from his said farm, and many other wrongs and injuries to him, the said Richard, then and there did, to the great damage of him, the said Richard, and against the peace, government and dignity of the United States.

And whereas, at a Circuit Court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore on the eighth day of December, in the year of our Lord one thousand eight hundred and twenty-seven, a certain David Lynn, the tenant in possession, appeared in the said Circuit Court and imparled. And whereas the said David Lynn is since deceased, as appears by the suggestion of the said David Shriver: therefore you are hereby commanded to summon Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Jonathan W. Magruder, Mary Magruder,

Anna B. Tilghman, Frederick Augustus Schley, Frederick Augustus Schley, Jr., William Henry Schley, and Eliza M. Schley, devisees of the said David Lynn, that they be and appear before the said Circuit Court, to be held at the city of Baltimore on the eighth day of April next, to answer unto the said David Shriver in the plea aforesaid, according to the directions of the statute in such case made and provided, if to them it shall seem meet. Hereof you are not to fail at your peril; and have you then and there this writ.

Witness the Honorable Roger B. Taney, Chief Justice of our Supreme Court, the second Monday in January, in the year of our Lord one thousand eight hundred and thirty-seven.

R. J.—Issued 6th February, 1837.

THO. SPICER, *Cl'k Circ't Court.*

At which said first Monday in April, in the year of our Lord one thousand eight hundred and thirty-seven, comes again into the Circuit Court here, the said Richard Fen, lessee as aforesaid, and the said devisees of the said David Lynn come not.

Thereupon further process of and upon the premises, is, by order of the court here, further continued until the first Monday in October next; the same day is given to the said Richard Fen, lessee as aforesaid, then and there, &c.

At which said first Monday in October, in the year of our Lord one thousand eight hundred and thirty-seven, comes again into the Circuit Court here, the said Richard Fen, lessee as aforesaid, by his attornies aforesaid; and now here also comes the said devisees of the said David Lynn, in pursuance of the said summon by William Schley, their attorney, and defend the force and injury, when, &c.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, is, by order of the court here, thereon further continued until the first Monday in April next.

At which said first Monday in April, in the year of our Lord one thousand eight hundred and thirty-eight, come again into the Circuit Court here the parties aforesaid, by their attornies aforesaid.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attornies aforesaid, and by order of the court here thereon, is further continued until the first Monday in November next.

At which said first Monday in November, in the year of our Lord one thousand eight hundred and thirty-eight, come again into the Circuit Court here the parties aforesaid, by their attornies aforesaid.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attornies aforesaid, and by order of the court here thereon, is further continued until the first Monday in April next.

At which said first Monday in April, in the year of our Lord one thousand eight hundred and thirty-nine, come again into the Circuit Court here the parties aforesaid, by their attornies aforesaid.

Plea not Guilty.

And the said Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Willoughby, John Willoughby, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick A. Schley, Frederick A. Schley, Jun., William Henry Schley and Eliza M. Schley, devisees of the said David Lynn, by their attorney aforesaid, as before, defend the force and injury, when, &c., and say that they are not guilty of the trespass and ejectment aforesaid in the declaration aforesaid mentioned, in manner and form as the said Richard Fen, lessee as aforesaid, above complains against them; and of this they put themselves upon the country; and the said Richard Fen, lessee as aforesaid of the said David Shriver, junior, by his attorney, in like manner, &c.

Therefore let a jury thereon appear before the court here immediately, by whom, &c., and who neither, &c., to recognize, &c., because as well, &c.

Whereupon, for trying the issue aforesaid, it is ordered by the court here, that twenty persons from the panel of petit jurors returned to the court here by the Marshal of Maryland District, be drawn by ballot; and thereupon the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the counsel for the respective parties, and the counsel for each of the said parties having stricken out four persons from the said lists; thereupon the remaining twelve persons being called, come, that is to say:

Jury—Verdict.

William J. Wight, Matthew M'Collam, John Anderson, Henry Keefer, Andrew Barrett, Joseph Hook, Wm. H. Hanson, Andrew Armstrong, John P. Hooper, Robert Purviance, John Robinson, Wm. Wierman—who, to say the truth in the premises, being elected tried, empannelled and sworn, upon their oath do say that the said devisees of the said David Lynn are guilty of the trespass and ejectment aforesaid, in manner and form as the said Richard Fen, lessee of the said David Shriver, junior, within complains against them.

The aforegoing verdict subject to the opinion of the court upon a a case to be stated.

And thereupon the parties aforesaid, by their attornies aforesaid, filed in the Circuit Court here, the following statement of facts:

DAVID SHRIVER'S lessee
vs.
Devisees of DAVID LYNN. } Case stated.

In the Circuit Court of the United States for the 4th Circuit, and in and for the District of Maryland.

In this case it is admitted that the tract of land mentioned in the declaration in this cause, and for the recovery of which this action

is brought, was duly granted by the State of Maryland to a certain George French, his heirs and assigns in fee; and that the said George French being so seised in fee of the said tract of land, conveyed the same in fee to a certain Zachariah Magruder, his heirs and assigns, by deed duly executed, acknowledged and recorded; and that the said Zachariah Magruder, on the 26th day of March, 1789, being then seised in fee as aforesaid of the aforesaid tract of land, duly made and published his last will and testament, which is as follows:

Zachariah Magruder's Will—dated 26 March, 1789.

In the name ofGod, amen. I, Zachariah Magruder, of Washington county and State of Maryland, being in perfect health, and sound mind and memory, and considering the uncertainty of life, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please God to call me, do therefore make and publish this my last will and testament in manner and form following, that is to say:—First and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of executrix and executor hereafter named, and after my just debts are paid and funeral charges, I give, devise and bequeath as follows:

Imprimis. I give and bequeath unto my beloved wife, Sarah Magruder, her heirs and assigns, one negro woman named Lucy, and her increase. I also further give to my said beloved wife the full use of now dwelling plantation, cont'g in the whole, cleared and uncleared, after the legac*ie* hereafter given is taken out, about three hundred and fifty-six acres, called George's Adventure, lying and being in Washington county aforesaid, to be by her peaceably and quietly possessed and enjoyed without molestation during her natural life.

Item. I give and bequeath unto my son, Samuel Beall Magruder, his heirs and assigns, one negro man named Moses.

Item. I give and bequeath unto my son, William Beall Magruder, his heirs and assigns, one negro woman, named Rachel, and her increase, with the following five negroes, they being her present increase, namely: Cate, Peg, Spencer, Suck and Lidda, with their increase forever.

Item. That whereas I formerly give unto my son, Richard Magruder, his heirs and assigns, one negro boy, named Sandey, *which* is since dead, therefore I do not mean to replace the said negro boy by giving another in lieu thereof.

Item. I give and bequeath unto my son, Josiah Magruder, his heirs and assigns, one negro girl named Jemima, and her increase forever—also one feather bed and furniture, one pewter dish, three pewter plates and one iron pot.

Item. I give and bequeath unto my son, Norman Bruce Ma-

gruder, his heirs and assigns, one negro girl named Eleanor, and her increase forever—also one feather bed and furniture, one pewter dish, three pewter plates and one iron pot*t*.

Item. I give and bequeath unto my son, Nathaniel Beall Magruder, his heirs and assigns, one negro boy named Isaac, one feather bed and furniture, one pewter dish, three pewter plates, and one iron pot*t*.

Item.—I give and bequeath unto my brother, Elias Magruder, during his natural life, one hundred acres of land, being part of a tract of land called George's Adventure, lying and being in Washington county, and State aforesaid; to be laid off at the upper end of the tract aforesaid, so as to include the plantation whereon he now lives. In case the said Elias Magruder should have heirs lawfully begotten of him in wedlock, I then give and bequeath the 100 acres of land aforesaid to him, the said Elias Magruder, his heirs and assigns, forever; but should he, the said Elias Magruder, die without an heir so begotten, I give, bequeath, devise, and desire, that the 100 acres of land aforesaid be sold to the highest bidder, and the money arising from the sale thereof to be equally divided among my six following children, to wit: Samuel Beall Magruder, William B. Magruder, Richard Magruder, Josiah Magruder, Norman Bruce Magruder, and Nathaniel Beall Magruder.

Item.—That, whereas, I formerly give unto my daughter, Eleanor Beall Magruder, wife of Leonard Beall, one negro woman, named Combo, which is since dead; therefore, I do not mean to replace the said negro by giving one other in lieu thereof.

Item.—I give and bequeath unto my daughter, Elizabeth Sasser, the wife of John Sasser, the sum of five shillings current money.

Item.—I give and bequeath unto my beloved wife, Sarah Magruder, exclusive of my bequest to her in the foregoing part of this my will, after my debts are paid, one third part of my personal estate, consisting of negroes, stock, household furniture, &c., to her, her heirs and assigns.

Item.—I devise, give, bequeath, and desire, that the remaining part of my land, called George's Adventure, being about three hundred and fifty-six acres, lying and being in Washington county, and State aforesaid, to be sold to the highest bidder, by, and at the discretion of my executrix and executor hereafter named; and the money arising from such sale to be divided equally amongst my six sons, to wit: Samuel Beall Magruder, William Beall Magruder, Richard Magruder, Josiah Magruder, Norman Bruce Magruder, and Nathaniel B. Magruder.

Item.—I devise, give, bequeath, and desire, that the residue and remaining part of my personal estate, be equally divided among my seven following children, namely: Eleanor Beall, wife of Leonard Beall, Samuel Beall Magruder, William Beall Magruder, Josiah Magruder, Norman Bruce Magruder, and Nathaniel Beall Magruder, their heirs and assigns.

And lastly, I do hereby constitute and appoint my dear wife, Sarah Magruder, and my son, Nathaniel Beall Magruder, to be my sole executrix and executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this, and none other, to be my last will and testament.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this twenty-sixth day of March, in the year of our Lord one thousand seven hundred and eighty nine.

ZACH. MAGRUDER, [L. S.]

Signed, sealed, published, and declared by Zachariah Magruder, the above named testator, as and for his last will and testament, in the presence of us, who, at his request, and in his presence, have subscribed our names as witnesses thereto.

JOHN LYNN,
JOHN JACOB BUGH,
CHARLES F. BRODHAG.

ALLEGANY COUNTY, *to wit*:

May 3*d*, 1796.

Then came Nathaniel B. Magruder, and made oath that the aforegoing instrument of writing is the true and whole will and testament of Zachariah Magruder, late of Allegany county, deceased, that hath come to his hands or possession, and that he doth not know of any other.

Sworn before me,

WILLIAM McMAHON, *Register*.

ALLEGANY COUNTY, *to wit*:

May 3*d*, 1796.

Then came John Lynn, John Jacob Bugh, and Charles Frederick Brodhag, the three subscribing witnesses to the aforegoing last will and testament of Zachariah Magruder, late of Allegany county, deceased, and severally made oath, &c., that they did see the testator therein named, sign and seal this will, and that they heard him publish, pronounce, and declare the same to be his last will and testament; that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory, and understanding; and that they respectively subscribed their names as witnesses to this will, in presence and at the request of the testator, and all in the presence of each other.

Sworn before me,

WM. McMAHON, *Register*.

ALLEGANY COUNTY, *to wit:*

I hereby certify that the foregoing will, with the probates thereto annexed, are true copies taken from will book, liber A, folios 18, 19, and 20, one of the records belonging to the office of the Register of Wills, in and for the county of Allegany aforesaid.

In testimony whereof, I hereunto subscribe my name, and affix the seal of my office, this fifth day of November, eighteen hundred and thirty-eight. [L. S.]

CHARLES HECH,
Reg. of Wills for Alleg. Co.

And that the said Zachariah departed this life before the 1st May, 1796, leaving his aforesaid last will and testament unrevoked and in full force, and being still seised in fee at the period of his death, of the aforesaid tract of land.

It is further agreed, that after the decease of the said Zachariah, Elias Magruder, the devisee mentioned in the aforesaid will of the said Zachariah, to whom the devise is made in said will, as there stated, of one hundred acres, part of said tract of land called George's Adventure, to be laid off at the upper end of said tract, so as to include the plantation whereon said Elias lived, took possession of the said one hundred acres, which were laid off agreeably to the directions of said will, and that the said one hundred acres were and are contained in the following metes and bounds, courses and distances, to wit:

Beginning for the said one hundred acres at the end of the first line of a tract called Limestone Rock, and running thence south twenty-six degrees, west forty-two perches; south eighteen degrees, west thirty-four perches; south twenty-seven degrees, west fifty-five perches; south thirty-eight degrees, west forty-four perches; north seventy degrees, west sixty perches; north nineteen degrees, east one hundred perches; north sixty-eight and an half degrees, east twenty-three perches; north seventy-three degrees, west one hundred and eighteen perches, to the end of the nineteenth line of the whole tract of George's Adventure; thence with the lines of said whole tract, south thirty-two degrees, west seventy-two perches; south twenty-eight degrees, east one hundred and seventy-four perches; south seventy-nine degrees, east seventy perches; north seventy-seven degrees, east twenty-four perches; north twenty-six degrees, east one hundred and eighteen perches; north seventeen degrees, east sixty-eight perches; and thence to the place of beginning.

It is also agreed, that the said Elias Magruder, being so possessed under the devise aforesaid, of said one hundred acres, conveyed the same to David Lynn, the original defendant in this action, (in

whose stead the present defendants, as devisees under his testament and last will, have been made parties in this suit,) on the 10 March, 1806, by the following deed:

Deed from Elias Magruder to David Lynn, dated 10 March, 1806.

This Indenture, made this tenth day of March, in the year of our Lord eighteen hundred and six, between Elias Magruder, of Allegany county, and State of Maryland, of the one part; and David Lynn, of the same county and State, of the other part:

Whereas, Zachariah Magruder, dec'd, late of Allegany county, being seised in fee simple of and in a tract or parcel of land lying and being in Allegany county, called "George's Adventure," by his last will and testament in writing, bearing date on or about the twenty-sixth day of March, in the year of our Lord one thousand seven hundred and eighty-nine, did (amongst other things) give and bequeath unto the said Elias Magruder, during his natural life, one hundred acres of land, part of the said tract of land called "George's Adventure," to be laid off at the upper end of the said tract, so as to include the plantation which he, the said Elias, then lived; and in case the said Elias Magruder should have heirs, lawfully begotten of him in wedlock, then the said Zachariah Magruder gave and bequeathed the one hundred acres of land aforesaid to him, the said Elias Magruder, his heirs and assigns forever; as by the said in part recited will, duly proved in the Orphan's Court of Allegany county, (relation being thereto had,) may appear: And whereas, the said Zachariah Magruder departed this life, after making the said will, without revoking or altering the same, and thereupon, the said Elias Magruder, by virtue of the devise contained in the said will, became entitled to the said one hundred acres of land, called "George's Adventure," so as aforesaid described, for such estate and interest as thereby limited thereof to him, and is now in possession thereof: And whereas, the said David Lynn hath contracted and agreed with the said Elias Magruder for the purchase of his estate and interest in the said one hundred acres of land, at and for the price or sum of seventy dollars, current money of the United States:

Now, this Indenture witnesseth, that the said Elias Magruder, for and in consideration of the sum of seventy dollars, current money of the United States, to him in hand paid by the said David Lynn, the receipt whereof he doth hereby acknowledge, and thereof and therefrom doth release, exonerate, and discharge the said David Lynn, his executors, administrators, and assigns, he, the said Elias Magruder, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said David Lynn, his heirs and assigns, the said one hundred acres of land, called "George's Adventure," as aforesaid described, and all other the

premises, with their and every of their appurtenances, for and during the estate and interest of the said Elias Magruder, of, in, and to the same. And all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said Elias Magruder, of, in, and to the same, and every part and parcel thereof; to have and to hold the said one hundred acres of land, part of a tract of land called "George's Adventure," so as aforesaid described, with their and every of their appurtenances, unto the said David Lynn, his heirs and assigns forever, or according to the said Elias Magruder's interest therein. And the said Elias Magruder, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said David Lynn, his heirs, executors, administrators, and assigns, that the said Elias Magruder, and his heirs, the said one hundred acres of land, being part of a tract of land called "George's Adventure," and premises hereby granted, bargained, and sold, and every part and parcel thereof, to him, the said David Lynn, his heirs and assigns, against him, the said Elias Magruder, and his heirs, shall and will warrant and forever defend by these presents.

In witness whereof, the said Elias Magruder hath hereunto set his hand and affixed his seal, the day and year first within written.

his
ELIAS ⋈ MAGRUDER, [L. S.]
mark.

Signed, sealed, and delivered, in the presence of
A. A. BROWN,
THOMAS THISTLE.

On which was thus endorsed, viz:

STATE OF MARYLAND, ALLEGANY COUNTY, *to wit:*

Be it remembered, that on this tenth day of March, in the year of our Lord eighteen hundred and six, personally appeared before us, the subscribers, two of the justices of the peace of the State of Maryland, in and for Allegany county aforesaid, Elias Magruder, senior, party grantor within named, and acknowledged the within deed or instrument of writing to be his act and deed.

A. A. BROWN,
THOMAS THISTLE.

MARYLAND, ALLEGANY COUNTY, *to wit:*

I, Aza Beall, Clerk of Allegany county Court, do hereby certify, that the foregoing deed is truly and correctly copied, from Liber J.

L., No. D., folios 501, 502, & 503, one of the land records of Allegany county.

In testimony whereof, I have hereunto set my name, and affixed my seal of office, this seventeenth day of January, A. D. 1839. [SEAL.]

AZA BEALL, *Clk*
Of Allegany County Court.

Which is admitted to have been duly executed, acknowledged, delivered and recorded; and that afterwards, and before the first day of January, in the year of our Lord one thousand eight hundred and twelve, the said Elias departed this life unmarried, and not having at the time of his decease, nor ever having had any heir or issue begotten of him in wedlock.

It is also agreed that on the 30th day of December, in the year of our Lord one thousand eight hundred and five, Samuel B. Magruder, Richard Magruder, Josiah Magruder, and Norman B. Magruder, (four of the six children of the said devisor, Zachariah Magruder, mentioned in his will as the persons for whose benefit the aforesaid one hundred acres of land were directed to be sold, and the proceeds distributed amongst them, in the event of the death of the said Elias, without an heir begotten of him in lawful wedlock,) filed their petition in the High Court of Chancery of the State of Maryland, which appears in the record of proceedings thereon hereafter set forth, and that upon the said petition the following proceedings were had in the said High Court of Chancery.

Record of the Chancery Court.

MARYLAND, *sct:*

At a Court of Chancery of the State of Maryland, begun and held at the city of Annapolis, on the fourth Tuesday of December, it being the twenty-fourth day of said month, in the year of our Lord one thousand eight hundred and five:

Present the Honorable William Kelty, Esq., Chr.; Samuel Harvey Howard, Esq., Reg.

Among other were the following proceedings, to wit:

The petition of Samuel Beall Magruder, Richard Magruder, Josiah Magruder, and Norman Bruce Magruder.

Be it remembered, that heretofore, to wit, on the thirtieth day of December, in the year of our Lord one thousand eight hundred and five, &c., came into the Court of Chancery, of the State of

Maryland, by John Johnson, Esq., their solicitor, and filed in court here their petition in the words following, to wit:

Petition.

To the Honorable Alexander Hanson, Esquire, Chancellor of Maryland.

The petition of Samuel Beall Magruder, Richard Magruder, Josiah Magruder, and Norman Bruce Magruder, represents, that on the twenty-sixth day of March, in the year one thousand seven hundred and eighty-nine, Zachariah Magruder, the father of your petitioners, by his last will and testament, in due form of law executed, after making particular dispositions of property, devised that the remaining part of my land called George's Adventure, being about three hundred and fifty-six acres, should be sold to the highest bidder, by and at the discretion of his executrix and executor, and the money equally divided amongst his six children, including your petitioners.

They also state, that the said Zachariah Magruder died without having changed or revoked the said will, and that he appointed his wife, Sarah Magruder, and his son, Nathaniel B. Magruder, his executors, all of which will fully and at large appear by a copy of the will now filed, as a part of this petition.

Your petitioners state, that no sale has been made of the property devised to be sold by the executors; that the said Sarah Magruder is dead, and Nathaniel B. Magruder is insolvent, and that by the order of the Orphans' Court of Allegany County, where the letters testamentary were granted at the instance of the sureties of the said Nathaniel B. Magruder, his power as executor has been revoked, and the said Magruder suspended from acting further as executor.

Your petitioners are advised, that the right of the said executors to sell, and the death of the said Sarah Magruder, vests full power in this Court to grant them relief by appointing a trustee to sell all the property devised to be sold, and applying the proceeds to the purposes directed by the will; they are also advised that they are remediless except through the aid of this Court.

In consideration whereof, and in as much as relief can only be had in this court, may it please your Honor to appoint a trustee, and to grant such other and further relief, as the nature and equity of the case demands, and they will pray and so forth.

JOHN JOHNSON, *for Pet'rs.*

Roger Perry, of Allegany, recommended as trustee.

(Exhibit A.)

Will of Zacha. Magruder.

In the name of God, amen. I, Zachariah Magruder, of Washington County and State of Maryland, being in perfect health and

sound mind and memory, and considering the uncertainty of life, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please God to call me; do therefore make and publish this my last will and testament, in manner and form following, that is to say: First and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of executrix and executor hereafter named, and after my just debts are paid and funeral charges, I give, devise and bequeath as follows:

Imprimis—I give and bequeath, unto my beloved wife, Sarah Magruder, heirs and assigns, one negro woman named Lucy and her increase. I also further give to my said beloved wife, the full use of now dwelling plantation, containing in the whole, cleared and uncleared, after the legacy hereafter given is taken out, about three hundred and fifty-six acres, called George's Adventure, lying and being in Washington County aforesaid, to be by her peaceably and quietly possessed and enjoyed without molestation during her natural life.

Item.—I give and bequeath, unto my son, Samuel Beall Magruder, his heirs and assigns, one negro man named Moses.

Item.—I give and bequeath, unto my son, William Beall Magruder, his heirs and assigns, one negro woman named Rachel, and her increase, with the five following negroes, they being her present increase, namely: Cate, Peg, Spencer, Jack and Lidda, with with their issue forever.

Item.—That whereas, I formerly give unto my son, Richard Magruder, his heirs and assigns, one negro boy named Sandy, which is since dead, therefore I do not mean to replace the said negro by giving another in lieu thereof.

Item.—I give and bequeath unto my son, Josiah Magruder, one negro girl named Jemima, and her increase forever; also one feather bed and furniture, one pewter dish, three pewter plates, and one iron pot.

Item.—I give and bequeath unto my son, Norman Bruce Magruder, his heirs and assigns, one negro girl named Eleanor, and her increase forever; also one feather bed and furniture, one pewter dish, three pewter plates, and one iron pot.

Item.—I give and bequeath unto my son, Nathaniel Beall Magruder, his heirs and assigns, one negro boy named Isaac, one feather bed and furniture, one pewter dish, three pewter plates, and one iron pot.

Item.—I give and bequeath unto my brother, Elias Magruder, during his natural life, one hundred acres of land, being part of a tract called George's Adventure, lying and being in Washington county and State aforesaid, to be laid off at the upper end of the tract aforesaid, so as to include the plantation whereon he now lives. In case the said Elias Magruder should have heirs, lawfully begotten of him in wedlock—

Item.—I give and bequeath the one hundred acres of land aforesaid to him the said Elias Magruder, his heirs and assigns forever; but should he, the said Elias Magruder, die without an heir so begotten, I give, bequeath, devise and desire, that the said 100 acres aforesaid be sold to the highest bidder, and the money arising from the sale thereof to be equally divided among my six following children, to wit: Samuel Beall Magruder, William B. Magruder, Richard Magruder, Josiah Magruder, Norman Bruce Magruder, and Nathaniel Beall Magruder.

Item.—That whereas I formerly give unto my daughter, Eleanor Beall, wife of Leonard Beall, one negro woman named Comby, which is since dead, therefore I do not mean to replace the same by giving another in lieu thereof.

Item.—I give and bequeath unto my daughter, Elizabeth Sasser, the wife of John Sasser, the sum of five shillings, current money.

Item.—I give and bequeath unto my beloved wife, Sarah Magruder, exclusive of my bequest to her in the foregoing part of this my will, after my debts are paid, one third part of my personal estate, consisting of negroes, stock, household furniture, &c., to her, her heirs and assigns.

Item.—I devise, give, bequeath, and desire that the remaining part of my land called George's Adventure, being about three hundred and fifty-six acres, lying and being in Washington county and State aforesaid, be sold to the highest bidder by and at the discretion of my executrix and executor hereafter named, and the money arising from such sale to be divided equally amongst my six sons, to wit: Samuel Beall Magruder, William Beall Magruder, Richard Magruder, Josiah Magruder, Norman Bruce Magruder, and Nathaniel B. Magruder.

Item.—I devise, give, bequeath, and desire that the residue and remaining part of my personal estate be equally divided among my seven following children, namely: Eleanor Beall, wife of Leonard Beall, Samuel Beall Magruder, William Beall Magruder, Josiah Magruder, Richard Magruder, Norman Bruce Magruder, and Nathaniel Beall Magruder, their heirs and assigns.

And lastly—I do hereby constitute and appoint my dear wife, Sarah Magruder, and my son Nathaniel Beall Magruder, to be my sole executrix and executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this and none other to be my last will and testament.

In testimony whereof, I have hereunto set my hand and affixed my seal, this twenty-sixth day of March, in the year of our Lord one thousand seven hundred and eighty-nine.

ZACH. MAGRUDER. [L. S.]

Signed, sealed, published and declared by Zachariah Magruder, the above named testator, and for his last will and testament, in the presence of us, who at his request and in his presence have subscribed our names as witnesses thereto.

JOHN LYNN,
JOHN JACOB BUGH,
CHARLES F. BROADHAG.

A Copy—Test.—Witness,

GEO. BRUCE,
Register.

Whereupon the Chancellor passed his decree in the words following, to wit:

Petition of Samuel B. Magruder, Richard Magruder, Josiah Magruder, and Norman Bruce Magruder.

In Chancery, December Term, 1805.

Decree.

The said petition, with the exhibit therein referred to, which is the last will and testament of Zachariah Magruder, were by the Chancellor read and considered. It is thereupon, this thirtieth day of December, eighteen hundred and five, by Alexander Contee Hanson, chancellor, and by the authority of this court, adjudged, ordered, and decreed, that the real estate in the said will directed to be sold shall be sold; that Roger Perry be, and he is hereby appointed trustee for making the said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the register of this court a bond executed by himself, and a surety or sureties approved by the chancellor, in the penalty of two thousand dollars current money, and conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to sell the real estate aforesaid at public auction, either entire or in such parcels as he shall deem advantageous, after giving at least three weeks' previous notice in some convenient newspaper, and set up during that time at convenient public places in the county, of the time, place, manner and terms of sale, which shall be, that the purchaser of the whole or any part shall give bond with approved security, to the said trustee as such, for paying the purchase money with interest within twelve months from the time of sale; and as soon as conveniently may be after any sale, the trustee shall return to this court a full and particular account of his proceedings thereto relative, with an affidavit of the

truth thereof, and of the fairness of the sale annexed; he shall return likewise the bond or bonds by him taken on the sale, and on obtaining the chancellor's ratification of the sale, and on receipt of the whole purchase money (and not before), the trustee, by a good deed, to be executed, acknowledged and recorded agreeably to law, shall give, grant, bargain and sell, convey and confirm to the purchaser or purchasers, and his, her, or their heirs, the property to him, her, or them sold, free, clear, and discharged from all claim of the complainants or of the heirs or devisees of the deceased, claiming under him; and the trustee shall bring into this court the money arising from the said sale, to be applied under the chancellor's direction to the purposes mentioned in the said will, after deducting the costs of this suit, and such commission to the trustee as the chancellor shall think proper to allow, on consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

A. C. HANSON,
Chancellor.

And afterwards, to wit, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and six, Roger Perry, Esquire, trustee, mentioned in and appointed by the said decree, to perform the trusts therein specified and declared, filed in the said court a report of his proceedings as trustee, which said report is in the words following, to wit:

Trustee's Report.

To the Honorable the Chancellor of Maryland.

I hereby certify and report, that in pursuance of a decree of the honorable the Chancery Court, dated the thirtieth day of December, eighteen hundred and five, for the sale of the real estate of Zachariah Magruder, of Alleghany county, deceased, pursuant to his last will and testament, after giving three weeks and upwards previous notice, in the Maryland Herald, printed at Hagers Town, and set up during that time in convenient public places in Allegany county, of the time, place, manner and terms of sale; I did, on the twenty-second day of March, 1806, at the hour of eleven o'clock in the forenoon, on the premises, proceed to sell the real estate in the said will and decree mentioned at public auction, agreeable to the terms of the decree, in parcels, deeming it most advantageous, when William McMahon became the highest bidder and purchaser of all that part of the tract of land called George's Adventure, which Zachariah Magruder was entitled to, at the time of his death, which lies north of the road leading from the town of Cumberland to Evan Guynnes, containing one hundred and thirteen acres, at thirty-five cents per acre, who declared that he bid for and purchased the same, for and on account of Da-

vid Lynn; and William McMahon became the highest bidder and purchaser of that part of said tract, called George's Adventure, which lies between the road leading from the town of Cumberland to Evan Guynnes' and Cresaps town, containing thirteen acres and thirty-four perches, at two dollars and six cents per acre; and David Lynn became the highest bidder and purchaser of all that part of said tract, called George's Adventure, which lies southward of the road from the town of Cumberland to Cresaps town, (except the one hundred acres devised to Elias Magruder,) containing one hundred and fifty-three acres, and one hundred and thirteen perches, at five dollars and sixty-five cents per acre.

The one hundred acres, part of said tract devised to be sold in case Elias Magruder should die without heirs, as expressed in the will, still remains unsold.

I return, likewise, the bonds by me taken on the sale.

ROGER PERRY,
Trustee.

STATE OF MARYLAND, *Allegany County, to wit:*

Roger Perry personally appeared before me, the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Allegany county, and made oath on the holy Evangely of Almighty God, that the aforegoing is a true, full, and particular account of his proceedings as trustee, relative to the decree therein mentioned, and that the sales were fair.

Sworn, this 5th day of May, 1806.

THOMAS THISTLE.

Whereupon, the Chancellor passed the following order, to wit:—

Cond'l Ratific'n.

IN CHANCERY, *May 28th*, 1806.

Ordered, that the sale made by Roger Perry, trustee for the sale of the real estate of Zachariah Magruder, deceased, shall be ratified and confirmed, unless cause to contrary be shown before the 20th day of August next, provided a copy of this order be inserted in the same paper in which the sale was advertised, three times before the 10th day of July next.

The report states, that the said real estate (lying in Allegany county) sold in separate parcels, to the amount, in the whole, of $1009 41.

WM. KELTY, *Chr.*

And afterwards, to wit, on the nineteenth day of June, 1807, the Chancellor passed the following order:

Final Ratific'n.

June 19th, 1807.

Ordered, that the above sale be absolutely ratified and confirmed,

no cause, although notice, &c. The trustee, for commission and all expenses, is allowed 77 dollars.

WM. KILTY, *Chr.*

And upon the twentieth day of June, then next ensuing, Robert Denny, Esq., auditor of the said court, filed in the said court his report, in the words and figures following, to wit:

Dr. The Estate of Zachariah Magruder, deceased,

1806.						£.	s.	d.
Mar.	22	To Com'n allowed the trustee $77, is - - -				28	17	6
		To costs in Chancery pr. acc't taxed, viz:						
		Register's fees sent out 384 to b.		£2	28			
		Seals and taxes 120 ,,			15			
		Attorney's fee 600 ,,		3	15			
				£6	18			
		Fees now due the Reg'r		1	16	11		
						8	14	11
		To the Auditor for his fee - - - - - - - -				1	15	
		To Saml. Beall Magruder	⅛ bal. - - -			56	10	7⅓
		To Wm. Beall Magruder	for do - - -			56	10	7⅓
		To Richd. Magruder	for do - - -			56	10	7⅓
		To Josiah Magruder	for do - - -			56	10	7⅓
		To Normond Bruce Magruder	for do - - -			56	10	7⅓
		To Nathaniel Beall Magruder	for do - - -			56	10	7⅓
						378	11	1

In account with Roger Perry, Esq., Trustee. Cr.

1806.						£.	s.	d.
Mar.	22	By am't. of sales this day pr. report, viz:						
		119 acres at 95 cents pr. acre . . .		$113	5			
		13 acres 94 ps. at 206 cents . . .		27	99			
		153 & 113 ps. at 565 cents . . .		868	44			
				$1009	48			
			is £			378	11	1
						378	11	1

Samuel B. Magruder and others petition for the sale of Zacha. Magruder's estate. In chancery, June 26, 1807.

The auditor begs leave to report to the honorable the chancellor, that he has stated an account between the estate of Zach-

ariah Magruder, deceased, and the trustee; that after charging the said estate with the trustee's commission and the costs in this court, he has divided the balance equally amongst his six sons, as directed by his last will and testament, as per the above statement more fully appears—which is submitted to the honorable the chancellor.

ROBERT DENNY,
Auditor Court Chancery.

Whereupon the chancellor passed the following order:

In Chancery, June 20th, 1807.

Ordered, that the within report and statement be confirmed and the proceeds of the sales applied accordingly.

WM. KILTY, *Chr.*

And afterwards, the aforesaid Roger Perry, trustee as aforesaid, filed in the said court his further report in the words following, to wit:

2d Report of the Trustee.

To the honorable the Chancellor of Maryland.

I hereby certify and report, that in pursuance of a decree of the honorable the Chancery Court of Maryland, dated the thirtieth day of December, eighteen hundred and five, made on the petition of Samuel B. Beall and others, I did give three weeks and upwards notice in the Fredericktown Herald, and also set up during that time in convenient public places in Allegany County, of my intention to sell all the remaining part of the real estate of Zacha. Magruder, deceased, at Cumberland, on Saturday the twenty-fifth day of January last past, at eleven o'clock in the forenoon, on a credit of twelve months; the purchaser giving bond with approved security for payment of the purchase money within twelve months; that at the request of several of the persons interested, I did postpone the said sale until Saturday the fifteenth day of February, 1812, of which I did give notice in the Fredericktown Herald, and also set up in convenient public places in the County, that on Saturday, the 15th day of February, 1812, agreeably to the notice aforesaid, I did sell all the remaining part of the real estate of Zachariah Magruder, deceased, consisting of one hundred acres of land, part of a tract of land called George's Adventure, it being that part devised to Elias Magruder, when Walter Slian of Allegany County became the highest bidder and purchaser, at and for the sum of six hundred dollars.

ROGER PERRY.

MARYLAND, *Allegany County, to wit:*

On this 9th day of June, 1812, before me, the subscriber, one of the justices of the peace of the State of Maryland, in and for Allegany County aforesaid, Roger Perry made oath on the Holy Evangely of Almighty God, that the within is a full and particular account of his proceeding relative to the decree therein mentioned, and that the said sale was fair.

JAS. MORRISON.

Whereupon, the Chancellor passed the following order:

Conditional ratifi'on on second report of sale.

In Chancery—June 18th, 1812.

Ordered, that the sale made by Roger Perry, trustee for the sale of the real estate of Zachariah Magruder, deceased, as stated in his report, shall be ratified and confirmed, unless cause to the contrary be shewn before the 25th day of August next, provided a copy of this order be inserted three successive weeks in Bartgis' paper, at Frederick Town, before the 25th day of July next.

The report states the sale of 100 acres of land in Allegany County, for $600.

WM. KILTY, *Chr.*

Afterwards, the Chancellor passed the following order, to wit:

Sale of Zachariah Magruder's real estate.

Final ratific'n of second report of sale by the trustee.

In Chancery—February 22d, 1813.

Ordered, that the above sale be ratified and confirmed; no cause, &c., although notice, &c. The trustee, for the trouble and expenses, is allowed the sum of forty-five dollars.

W. KILTY, *Chr.*

MARYLAND, *sct.*

In testimony that the aforegoing is a true copy from the record of proceedings of the State of Maryland's High Court [L. S.] of Chancery, I have hereunto affixed the great seal of said State, this fifteenth day of March, eighteen hundred and sixteen.

THO. H. BOWIE,
Reg. Cir. Ct.

And that the said petition and proceedings appearing in the aforegoing record, were had as there stated; that the one hundred acres of land mentioned in said proceedings, as sold by Roger Perry, trustee to a certain Walter Slicer, are the same one hundred acres of land laid off as aforesaid, for the said Elias Magruder; and that they were sold by the said Perry, as trustee, to the said Slicer, and the sale of the same was ratified by the said court, at the time and in the manner stated in the record of the said proceedings herein before made a part of this statement; and that after the sale as aforesaid, of the same to the said Slicer, and after said sale was finally ratified by said court, as stated in said proceedings, and on the 17th day of August, in the year of our Lord one thousand eight hundred and thirteen, the said Roger Perry conveyed the said one hundred acres to the said Walter Slicer, by the following deed:

At the request of Walter Slicer, the following deed was recorded the 18th day of August, 1813:

Deed from Roger Perry to Walter Slicer, dated 17 August, 1813.

This Indenture, made this seventeenth day of August, in the year of our Lord one thousand eight hundred and thirteen, between Roger Perry, Esqr., of Allegany County and State of Maryland, of the one part, and Walter Slicer, of the same County and State, of the other part; whereas, by decree of the Chancery Court of the State aforesaid, bearing date on the thirtieth day of December, in the year of our Lord one thousand eight hundred and five, the above named Roger Perry was appointed a trustee, and authorised and empowered to sell and dispose of the real estate of Zachariah Magruder, late of Allegany County, deceased, directed by the last will and testament of the said Zachariah Magruder, to be sold; that in pursuance of the said decree, the said Roger Perry did, on the fifteenth day of February, in the year eighteen hundred and twelve, sell and dispose of to the above named Walter Slicer, his heirs and assigns, part of a tract, situate, lying and being in Allegany County aforesaid, called "George's Adventure," beginning for the said part of said tract at the end of the first line of a tract of land called "Limestone Rock," and running thence south twenty-six degrees west, forty-two perches, south eighteen degrees west, thirty-four perches, south twenty-seven degrees west, fifty-two perches, south thirty-eight degrees west, forty-four perches, north seventy degrees west, sixty perches, north nineteen degrees east, one hundred perches, north sixty-eight and a half degrees east, twenty-three perches, then north seventy-three degrees west, one hundred and eighteen, to the end of the nineteenth line of the whole tract, then with the lines thereof south thirty-two degrees west, seventy-two perches, south twenty-eight degrees east, one hundred and twenty-four perches, south seventy-nine degrees east, seventy perches,

north seventy-seven degrees east, twenty-four perches, north twenty-six degrees east, one hundred and eighteen perches, north seventeen degrees east, sixty-eight perches, then to the beginning, containing one hundred acres of land, at and for the sum of six hundred dollars, current money; and, whereas, the purchase money for the said part of the tract of land called "George's Adventure," hath been fully paid and satisfied to the said Roger Perry, and he, the said Roger Perry, is authorised and directed by the said decree to execute a conveyance for the same, and to comply with the terms of said decree, the said Roger Perry hath agreed to execute these presents.

Now, this indenture witnesseth, that, in consideration of the above recited premises, and also of one dollar current money of the United States, to him in hand paid by the said Walter Slicer, the receipt whereof is hereby acknowledged, he, the said Roger Perry, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Walter Slicer, his heirs and assigns forever, all that part of a tract or parcel of land called "George's Adventure," situate, lying and being in Allegany County aforesaid, which is contained in the courses, distances and calls, that is to say, beginning for said part at the end of the first line of a tract of land called "Limestone Rock," and running thence south twenty-six degrees west, forty-two perches, south eighteen degrees west, thirty-four perches, south twenty-seven degrees west, fifty-two perches, south thirty-eight degrees west, forty-four perches, north seventy-eight degrees west, sixty perches, north nineteen degrees east, one hundred perches, north sixty-eight and a half degrees east, twenty-three perches, then north seventy-three degrees west, one hundred and eighteen perches, to the end of the nineteenth line of the whole tract, then with the lines thereof, south thirty-two degrees west, seventy-two perches, south twenty-eight degrees east, one hundred and twenty-four perches, south seventy-nine degrees east, seventy perches, north seventy-seven degrees east, twenty-four perches, north twenty-six degrees east, one hundred and eighteen perches, north seventeen degrees east, sixty-eight perches, then to the beginning, containing one hundred acres of land.

To have and to hold the said part of a tract of land above described, and premises, with every of the appurtenances to the same belonging, unto the said Walter Slicer, his heirs and assigns forever, to his and their only proper use and behoof, and to and for no other intent or purpose whatsoever.

In witness whereof, the said Roger Perry hath to these presents set his hand, and affixed his seal, the day and year first herein before written. (The date altered from May to August, before signing.)

Witness: ROGER PERRY, [L. S.]

WM. SHAW,
JAMES TIDBALL.

MARYLAND, ALLEGANY COUNTY, *to wit:*

Be it remembered, that on this seventeenth day of August, eighteen hundred and thirteen, personally appears Roger Perry, mentioned in the within deed or instrument of writing, before us, the subscribers, two Justices of the Peace for the State of Maryland aforesaid, in and for the County aforesaid, and acknowledges the within deed or instrument of writing to be his act and deed, and the land and premises mentioned in the same to be the right and estate of the within mentioned Walter Slicer, his heirs and assigns forever, to their only proper use, behoof and benefit, and according to the acts of Assembly in such case made and provided.

WM. SHAW,
JAMES TIDBALL.

MARYLAND, ALLEGANY COUNTY, *to wit:*

I, Aza Beall, Clerk of Allegany County Court, do hereby certify that the within deed is truly and correctly copied from Liber H. B., No. G., folios 176 and 177, one of the land records of Allegany County Court.

In testimony whereof, I have hereunto set my hand and [L. S.] affixed my seal of office, this seventeenth day of January, A. D., 1839.

AZA BEALL, *Clerk of Allegany County Court, Maryland.*

Which said deed is admitted to have been duly executed, acknowledged, delivered and recorded.

And it is also admitted that the David Lynn, who is mentioned in the aforesaid proceedings in chancery herein before set forth, in the first report of sales by the trustee, Roger Perry, as purchaser of a part of the said tract of land called George's Adventure, sold by said trustee, is the same David Lynn who was the original defendant in this action, and the person under whom the present defendants hold by devise the said land, so stated in said report as sold to said David Lynn, as well as the land in controversy in this action; and that the said part of said tract so reported by said trustee, as sold by him to said David Lynn, was, in fact, sold by him to said David as is stated in the said trustee's said report; and that the said David in his life time claimed and held said part of said tract, so stated in said report of said trustee, as sold to him, the said Lynn, under said sale by said trustee.

It is also admitted that no part of the land in controversy in this suit was included in the sale to David Lynn, stated in the said first report of the said trustee, contained in the said proceedings in chancery.

And it is also agreed that the court may, in deciding this case, presume from the aforesaid proceedings in chancery any fact which they would direct a jury to presume from said proceedings.

It is also admitted that on the eleventh of October, in the year eighteen hundred and seventeen, an action was instituted in Allegany County Court, in the State of Maryland, by a certain Archibald Arnold, for the use of the plaintiff in this action against the aforesaid Walter Slicer, the purchaser as aforesaid of said one hundred acres of land; and that the following is a duly authenticated record of the proceedings in said action:

Record of a Judgment in Allegany County Court, in the case of Archibald Arnold, use of David Shriver, Jr., *vs.* Walter Slicer and others.

MARYLAND, ALLEGANY COUNTY, *to wit:*

At a County court of the fifth Judicial District of the State of Maryland, begun and held at the court house in the town of Cumberland, in and for Allegany County, on the second Monday of October and twelfth day of the same month, in the year of our Lord eighteen hundred and eighteen:

Were present the Honorable Abraham Shriver and Thomas Buchanan, Esquires, Associate Judges; William R. Dawson, Esq., Sheriff; Aza Beall, Clerk.

At which said court, amongst other, were the following proceedings, to wit:

ARCHIBALD ARNOLD, use of DAVID SHRIVER, Junior,
vs.
WALTER SLICER, AZA BEALL, and WILLIAM R. DAWSON. } 68.

Be it remembered, that heretofore, to wit, on the eleventh day of October, in the year of our Lord one thousand eight hundred and seventeen, the said Archibald Arnold, in his own proper person, prosecuted and sued forth out of the court here, the writ of the State of Maryland of capias ad respondendum, directed to the Sheriff of Allegany County, in the words following, to wit:

Writ.

ALLEGANY COUNTY, *to wit:*

The State of Maryland, to the Sheriff of Allegany County, greeting.

We command you that you take Walter Slicer, late of Allegany County, yeoman, otherwise called Walter Slicer, if he shall be

found in your bailiwick, and him safe keep, so that you have his body before the judges of our next County court, to be held at the court house in the town of Cumberland, in the said County, on the second Monday of October, instant, to answer unto Archibald Arnold in a plea that he render unto him five hundred dollars, which *which* to him he owes, and from him unjustly detains, and so forth. Hereof fail not at your peril; and have you then and there this writ. Witness the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 21st day of April, 1817.

Issued the 11th day of October, 1817.

WM. McMAHON, *Clerk.*

At which mentioned second Monday of October, being the thirteenth day of the same month, in the year of our Lord one thousand eight hundred and seventeen, and the return of the foregoing writ, comes into the court here the said Archibald in his own proper person, and the Sheriff of Allegany county aforesaid, to wit, William R. Dawson, gentleman, to whom the said foregoing writ was in form aforesaid directed, and makes return thereof to the court here thus endorsed, to wit:

"Cepi." WM. R. DAWSON, *Shff.*

And the said Walter Slicer being called, appears in court here by Brice W. Howard, Esquire, his attorney.

Rule sp. bail.

And thereupon, on motion of the said Archibald, in his own proper person, it is ruled by the court here that the said Walter Slicer give special bail in the plea aforesaid.

Sp. bail entered.

Whereupon a certain Thomas Blair, of Allegany county aforesaid, comes here in his own proper person, and becomes pledge and bail for the said Walter, that if it shall happen that the said Walter shall be convicted at the suit of the said Archibald, in the plea aforesaid, then the said Thomas Blair consents, that as well the said debt aforesaid, as all such damages, costs and charges as shall be adjudged unto the said Archibald in this behalf, shall be made of his body, lands and chattels, and levied to the use of the said Archibald, if it shall happen that the said Walter shall not pay the said debt, damages, costs and charges, or render himself to the prison and custody of the sheriff of the county aforesaid, on that occasion.

Rule—Nar.

And thereupon the said Walter, by his attorney aforesaid, prays that the said Archibald may declare against him, the said Walter,

in the plea aforesaid; whereupon it is ruled by the court here, that the said Archibald declare against the said Walter in the plea aforesaid, and if the said Archibald doth not declare against the said Walter in the plea aforesaid, judgment will be rendered against him by default. And the said Archibald, in his own proper person, prays leave of the court here to imparle until the third Monday of April next, to declare against the said Walter in the plea aforesaid, and he hath it; the same day is given to the said Walter, then, and so forth.

At which said third Monday of April, being the twentieth day of the same month, in the year of our Lord one thousand eight hundred and eighteen, to which said day the said Archibald had leave to imparle, and then to declare against the said Walter in the plea aforesaid, comes as well the said Archibald, as the said Walter by his attorney aforesaid, and the said Archibald in his own proper person declares against the said Walter Slicer in the plea aforesaid, as follows, that is to say:

Narro.

ALLEGANY COUNTY, *to wit:*

Walter Slicer, late of Allegany county, yeoman, otherwise called Walter Slicer, was summoned to appear unto Archibald Arnold, in a plea that he render unto him five hundred dollars which to him he owes, and from him unjustly detains, and so forth.

And whereupon the said Archibald Arnold, by attorney, saith, that whereas, the aforesaid Walter Slicer, on the fourth day of May, in the year of our Lord one thousand eight hundred and fourteen, at Allegany county aforesaid, by his certain writing obligatory, commonly called a single bill, six months after the date thereof, promised to pay to the said Archibald Arnold or order, five hundred dollars, with legal interest thereon from the date thereof, for value received, to be paid in specie. Nevertheless, the aforesaid Walter Slicer, the aforesaid sum of five hundred dollars current money to him, the said Archibald, hath not rendered or paid, although so to do, he the said Walter afterwards, to wit, on the fourth day of November, in the year of our Lord one thousand eight hundred and fourteen, and often afterwards, at Allegany county aforesaid, by the same Archibald was requested, but the same sum of five hundred dollars, or any part thereof to him, the said Archibald, to render and pay, hath altogether refused, and still doth refuse; wherefore the said Archibald saith, that he is the worse, and hath damage to the value of one thousand dollars current money of Maryland, and therefore he brings suit and so forth, and brings here into court the writing obligatory aforesaid, sealed with the seal of the said Walter Slicer, which the debt aforesaid, and in form

aforesaid, witnesseth. and so forth, whose date is the day and year aforesaid.

For the plaintiff, JOHN DOE &
Pledges to prosecute. RICHARD ROE.

Oyer of the note.

$500. *Cumberland, May 4th*, 1814.

Six months after date, we, or either of us, promise to pay Archibald Arnold or order, five hundred dollars, with legal interest thereon from this date, for value received, as witness our hands and seals the day and year aforesaid, to be paid in specie.

WALTER SLICER, [L. S.]
Witness. ROGER PERRY, [L. S.]
BEAL HOWARD, [L. S.]

And thereupon the said Archibald, in his own proper person, prays that the said Walter may answer to the declaration aforesaid of the said Archibald, in the plea aforesaid.

Rule—Plea.

Whereupon it is ruled by the court here, that the said Walter answer to the declaration of the said Archibald, in the plea aforesaid, and if the said Walter doth not answer to the declaration of the said Archibald, in the plea aforesaid, judgment will be rendered against him by default; and the said Walter, by his said attorney, defends the force and injury, when, and so forth, and prays leave of the court here to imparle until the second Monday of October next, to answer to the declaration of the said Archibald, in the plea aforesaid, and he hath it; the same day is given to the said Archibald, then, and so forth.

At which said second Monday of October, being the twelfth day of the same month, in the year of our Lord one thousand eight hundred and eighteen, until which day the said Walter had leave to imparle, and then to answer to the declaration of the said Archibald, in the plea aforesaid, comes as well the said Archibald in his own proper person, as the said Walter Slicer by his attorney aforesaid.

And the said Walter, by his said attorney, as *as* before defends the force and injury, when, and so forth, and saith, that he cannot gainsay the action aforesaid of the said Archibald, nor can he deny but that he owes unto the said Archibald the aforesaid sum of five hundred dollars current money, in manner and form as the said Archibald above against him hath complained.

Judgment.

Therefore it is considered by the court here, that the said Archibald recover against the said Walter Slicer, as well the said sum of five hundred dollars current money, his debt aforesaid, in form aforesaid acknowledged, as the sum of one thousand dollars for his damages which he has sustained, as well by occasion of the detention of the said debt, as for his costs and charges by him about his suit in that behalf expended; adjudged unto the said Archibald by the court here, with his assent; and the said Walter, in mercy, and so forth.

Memorandum.

"Judgment was confessed in this action on the 13th day of October, 1818, for $500, current money, debt, as the sum of $1,000 current money, damages and costs. Damages to be released on payment of the debt with interest from the 4th day of May, 1814, and costs."

Release,	29th	December,	1814,	$18	interest.
"	6	May,	1815,	$12	"
"	16	December,	1815,	$15	"
"	1	July,	1816,	$15	"
"	15	Jan'y,	1817,	$15	"
"	12	Aug.,	1817,	$15	"

Supersedeas.

And whereas, also, afterwards, to wit, on the eighth day of December, in the year of our Lord one thousand eight hundred and eighteen, the said Walter Slicer files in court here the following supersedeas, to wit: You, Walter Slicer, Aza Beall, and William R. Dawson, do confess judgment to Archibald Arnold for the sum of five hundred dollars, debt, and $1,000 damages and costs. Damages to be released on the payment of interest from the 4th day of May, 1814, and costs, six dollars sixty-three and one-third cents, which were recovered by the said Arnold against said Slicer, on the 13th day of October last, before the Justices of Allegany County Court; the said sum of five hundred dollars debt, damages, and six dollars 63⅓ cents cost, to be levied of your bodies, goods and chattels, lands and tenements, for the use of the said Archibald Arnold, in case the said Walter Slicer shall not pay and satisfy to the said Arnold the said sum of five hundred dollars debt, damages, and six dollars 63⅓ cents costs, so as aforesaid recovered against *against* him, with the additional costs hereon, on the 8th day of June next. They acknowledge themselves content therewith, the 8th day of December, 1818.

Plaintiff releases,	29th	Dec'r,	1814,	$18.	May	6th, 1815,	$12.
"	"	16	"	1815, $15.	July	1st, 1816,	$15.
"	"	15	June,	1817, $15.	Aug.	12th, 1817,	$15.

Before CHARLES F. BRODHAG,
ADAM SIGLER.

And whereas also, on the twenty-fourth day of June, in the year of our Lord one thousand eight hundred and nineteen, the said Archibald, in his own proper person, prosecuted and sued forth out of the county court here the writ of the State of Maryland, of "Fieri facias," directed to the Sheriff of Allegany county, in the words following, viz:

Fieri Facias.

ALLEGANY COUNTY, *to wit:*

The State of Maryland to the Sheriff of Allegany County, greeting:

We command you, that of the goods and chattels, lands and tenements of Walter Slicer, Aza Beall, and William R. Dawson, in your bailiwick being, you cause to be made as well the sum of five hundred dollars current money, a certain debt, and the sum of one thousand dollars current money, certain damages, as the sum of six dollars sixty-three and one-third cents costs, for which they confessed judgment to Archibald Arnold, before Charles F. Brodhag and Adam Sigler, (gentlemen,) two of the Justices of our County, on the 8th day of December, 1818, whereof they are convict, as of a supersedeas plea, and entered of record in the County Court of our said county, to us it appears; as likewise seventy cents additional costs thereon; which sums of money have you before the Judges of our next County Court, to be held at the court-house in the town of Cumberland, in and for Allegany County, on the second Monday of October next, to render unto the said Archibald Arnold the debt, damages and costs, so as aforesaid confessed or acknowledged, together with the additional costs hereon. Hereof fail not, and have you then and there this writ. Witness the honorable John Buchanan, Esquire, Chief Judge of our said court, the 19th day of April, 1819.

Issued the 24th day of June, 1819. P. P.

AZA BEALL, *Clerk.*

At which mentioned second Monday of October, being the eleventh day of the same month, in the year of our Lord one thousand eight hundred and nineteen, and the return day of the foregoing writ, comes again as well the said Archibald, in his own proper person, as the Sheriff of Allegany county aforesaid, to wit, George Bruce, Esquire, to whom the said foregoing writ was in form aforesaid directed, and makes return to the court here, thus endorsed, to wit:

Return of Fi. fa.

"Countermanded. GEORGE BRUCE, *Sheriff.*"

And whereas also, afterwards, to wit, on the thirty-first day of December, in the year of our Lord one thousand eight hundred

and twenty-three, the said Archibald Arnold, by Brice W. Howard, his attorney, prosecuted and sued forth out of the court here, the writ of the State of Maryland of "Scire facias," directed to the Sheriff of Allegany county aforesaid, in the words following, to wit:

Scire facias.

MARYLAND, *Allegany County, to wit:*

The State of Maryland to the Sheriff of Allegany county, greeting:

Whereas, at a County Court begun and held at the court-house in the town of Cumberland, on the second Monday of October, in the year of our Lord eighteen hundred and eighteen, a certain Archibald Arnold, by the judgment of the said court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars current money, a certain debt, as the sum of one thousand dollars current money, damages, which he had sustained as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter is convict, as manifestly appears of record.

And whereas also, on the 8th day of December, in the year of our Lord eighteen hundred and eighteen, the said Walter Slicer, together with a certain Aza Beall and William R. Dawson, appeared before Charles F. Brodhag and Adam Sigler, gentlemen, two of the State of Maryland Justices of the Peace in and for Allegany county aforesaid, and did jointly and severally confess judgment to the said Archibald Arnold for the debt, damages, costs and charges aforesaid, the damages to be released on payment of interest of the debt from the 4th day of May, eighteen hundred and fourteen, and costs six dollars and sixty-three and one-third cents, so as aforesaid; the said sums of money to be levied of their bodies, goods and chattels, lands and tenements, for the use of the said Archibald Arnold, in case the said Walter Slicer shall not pay and satisfy to the said Archibald Arnold the debt, damages, costs and charges aforesaid, with the additional costs hereon, on the eighth day of June then next following; which said confession so as aforesaid taken, was by the said justices returned to the Clerk of Allegany County Court, whereof the said Walter Slicer, Aza Beall and William R. Dawson are convict, as it likewise appears of record.

And now, on behalf of the said Archibald Arnold, it hath been understood in our said court, that, although the judgment thereof is given, yet execution for the debt, damages, costs and charges aforesaid, still remains to be made for him; wherefore the said Archibald Arnold hath besought that a proper remedy be granted him in this behalf; and as it is right that those things which in our said county court are lawfully transacted and adjudged, should be

carried into due and speedy execution, therefore you are hereby commanded, that by good and lawful men of your bailiwick, you give notice to the said Walter Slicer, Aza Beall, and William R. Dawson, that they be and appear before the said County Court, to be held at the court-house, in the town of Cumberland, in and for Allegany County aforesaid, on the third Monday of April next, to shew, if any thing they have or can say for themselves, why the said Archibald Arnold ought not to have his execution against them for the debt, damages, costs and charges aforesaid, according to the force, form and effect of the recovery aforesaid, if they, the said Walter, Aza and William R., shall think fit; and further, to do and receive what the said court shall then and there consider concerning them in this behalf, and have there the names of those by whom you shall give them notice, and this writ. Witness the honorable John Buchanan, Esquire, Chief Judge of our said court, the 13th day of October, 1823.

AZA BEALL, *Clerk.*

Issued the 31st day of December, 1823. B. W. H.

At which mentioned third Monday of April, being the nineteenth day of the same month, in the year of our Lord one thousand eight hundred and twenty-four, and the return day of the foregoing writ, comes into the court here the said Archibald, by his attorney aforesaid, and the sheriff of Allegany county aforesaid, to wit, Andrew Bruce, gentleman, to whom the said foregoing writ was, in form aforesaid, directed, makes return thereof as follows, to wit:

Return of Sci. Fa.

"Sciri feci," ANDBEW BRUCE, *Sh'ff.*

And the said Walter Slicer, Aza Beall, *Beall* and William R. Dawson, appear in court here, by Roger Perry, their attorney.

Rule.

And thereupon, on motion of the said Archibald Arnold, by his attorney aforesaid, it is ordered by the court here, that the said Walter Slicer, Aza Beall, and William R. Dawson, answer to the said writ of Scire facias aforesaid, or execution *or execution* will be awarded against them by default thereof.

Plea.

And the said Walter, Aza and William R., by their attorney aforesaid, pray leave of the court here to imparle until the second Monday of October next, and then to answer to the writ of Scire facias, and he hath it—the same day is given to the said Archibald also.

At which said second Monday of October, being the eleventh day of the same month, in the year of our Lord one thousand eight hundred and twenty-four, to which said day the said Walter, Aza and William R., had leave to imparle, and then to answer to the writ of Scire facias aforesaid, comes into the court here the said Archibald, by his attorney aforesaid, and the said Walter, Aza and William R., although solemnly called, appear not, nor their attorney for them. And thereupon, the said Archibald, by his attorney aforesaid, prays execution against them, the said Walter, Aza and William R., for the debt, damages, costs and charges aforesaid, according to the force, form and effect of the recovery aforesaid.

Fiat.

Therefore, it is considered by the court here, that the said Archibald have execution against the said Walter, Aza and William R., for as well the debt, damages, costs and charges aforesaid, in the writ of Scire facias aforesaid mentioned, according to the force, form and effect of the recovery aforesaid, as the sum of five dollars and forty-five cents, to the said Archibald, on his assent by the court here adjudged, for his costs and charges, which he had sustained, by reason of the delay of the execution of the judgment aforesaid; and the said Walter Slicer, Aza Beall and William R. Dawson, in mercy, and so forth.

And whereas, also, afterwards, to wit, on the twenty-second day of November, in the year of our Lord one thousand eight hundred and twenty-four, the said Archibald, by his attorney aforesaid, prosecuted and sued forth out of the court here the writ of the State of Maryland, of Fieri facias, directed to the sheriff of Allegany county aforesaid, in the words following, to wit:

Fieri facias on Sci. fa.

ALLEGANY COUNTY, *to wit:*

The State of Maryland to the Sheriff of Allegany County—Greeting:

Whereas, at a County Court begun and held at the court-house, in the town of Cumberland, on the second Monday of October, in the year of our Lord one thousand eight hundred and eighteen, a certain Archibald Arnold, by the judgment of the same court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars current money, a certain debt, as the sum of one thousand dollars current money, damages which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that be-

half laid out and expended, whereof the said Walter is convict, as manifestly appears of record.

And whereas, also, on the eighth day of December, eighteen hundred and eighteen, the said Walter Slicer, together with Aza Beall and William R. Dawson, appeared before Charles F. Brodhag and Adam Sigler, gentlemen, two of the State of Maryland Justices of the Peace, in and for Allegany county aforesaid, and did, jointly and severally, confess judgment to the said Archibald Arnold, for the debt, damages, costs and charges aforesaid; the said damages to be released on the payment of interest on the debt from the fourth day of May, 1814, and costs, six dollars sixty-three and one-third cents; the said sums of money to be levied of their bodies, goods and chattles, lands and tenements, for the use of the said Archibald Arnold, in case the said Walter Slicer should not pay and satisfy to the said Archibald Arnold the debt, damages, costs and charges aforesaid, with the additional costs hereon, on the 8th day of June, then next following; which said confession, so as aforesaid taken, was by the said justices returned to the clerk's office of Allegany County Court, whereof the said Walter Slicer, Aza Beall and William R. Dawson are convict, as it likewise appears of record.

And whereas, also, on the second Monday of October, in the year eighteen hundred and twenty-four, it was considered by the court here, that the said Archibald Arnold should have his execution against the said Walter Slicer, Aza Beall and William R. Dawson, for as well the debt, damages, costs and charges aforesaid, so as aforesaid confessed, as also the sum of five dollars and forty-five cents, which, to the said Archibald Arnold, in the said court, was adjudged for his costs and charges which he had sustained by delay of the execution aforesaid, whereof the said Walter Slicer, Aza Beall and William R. Dawson are convict, as it also appears of record.

Therefore, you are hereby commanded, that of the goods and chattles, lands and tenements of the said Walter Slicer, Aza Beall and William R. Dawson, in your bailiwick being, you cause to be made the debt, damages, costs and charges aforesaid; and have you these sums of money before the said County Court, to be held at the court-house in the town of Cumberland, on the third Monday of April next, to render unto the said Archibald Arnold the debt, damages, costs, and charges aforesaid, with the additional costs hereon. Hereof fail not; and have you then and there this writ.

Witness, the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 11th day of October, 1824.

AZA BEALL, *Clk.*

Issued the 22d day of November, 1824.—B. W. H.

At which mentioned third Monday of April, being the eighteenth day of the same month, in the year of our Lord one thousand eight hundred and twenty-five, and the return day of the foregoing writ, comes again the said Archibald Arnold, by his attorney aforesaid, and the Sheriff of Allegany county, to wit, William McMahon, gentleman, to whom the said foregoing writ was, in form aforesaid, directed, and makes return thereof as follows, to wit:

Sheriff's Return.

"Executed as per return annexed to amount of $500. Nulla bona the balance.

WM. McMAHON, *Sh'ff.*"

Inventory of the lands, &c., of Walter Slicer, taken under the above writ of Fi. fa.

An Inventory of the goods and chattles, lands and tenements of Walter Slicer, of Allegany county, taken by virtue of two writs of Fieri facias, issued out of Allegany County Court, and to me directed, at the suits Gabriel Evans, use of David Shriver, Junior, and Archibald Arnold, use of David Shriver, Junior, to wit: all the right, title and interest of Walter Slicer, of, in and to, all that part of a tract of land called "George's Adventure," situate, lying and being in Allegany county aforesaid, which is contained in the courses and distances, and calls, that is to say: beginning for said part, at the end of the first line of a tract of land, called "Limestone Rock," and running thence south twenty-six degrees, west forty-two perches; south eighteen degrees, west thirty-four perches; south twenty-seven degrees, west fifty-two perches; south thirty-eight degrees, west forty-four perches; north seventy degrees, west sixty perches; north nineteen degrees, east one hundred perches; north sixty-eight and a half degrees, east twenty-three perches; then north seventy-three degrees, west one hundred and eighteen perches, to the end of the nineteenth line of the whole tract; then, with the lines thereof, south thirty-two degrees, west seventy-two perches; south twenty-eight degrees, east one hundred and twenty-four perches; south seventy-nine degrees, east seventy perches; north seventy-seven degrees, east twenty-four perches; north twenty-six degrees, east one hundred and eighteen perches; north seventeen degrees, east sixty-eight perches; then to the beginning, containing one hundred acres of land, appraised at the sum of $1000.

We, the subscribers, being duly summoned and sworn, have ap-

praised the lands and tenements contained in the above schedule, as it now stands, to the sum of one thousand dollars.

Witness our hands and seals, this 29th day of November, 1824.

JOHN HAYS, [L. S.]
C. KREPPS, [L. S.]
JACOB JOYSTER, [L. S.]
JOHN H. HOFFMAN, [L. S.]

To the Honorable the Judges of Allegany County Court, in Maryland.

I, William McMahon, sheriff of Allegany county aforesaid, do hereby beg leave respectfully to certify, report and return, that by and in virtue of the annexed writs of fieri facias, issued out of Allegany County Court aforesaid, and to me directed for that purpose, (to wit, Gabriel Evans, use of David Shriver, junior, against Walter Slicer and Archibald Arnold, use of David Shriver, junior, against Walter Slicer, Aza Beall and William R. Dawson,) after having given due and legal notice of the time, place, manner and terms of sale, by advertisements set up twenty days before the day of sale, at the court-house door, of Allegany county aforesaid, and at the houses of James Seawright, and Christian Krepps, public places in said county, near the place of sale, and also by advertisements published for the same period of time, previous to the day of sale, in the Maryland Advocate, a newspaper printed in said county, and having a general circulation therein; I did, on Monday, the twenty-seventh day of December, in the year of our Lord eighteen hundred and twenty-four, at the house of James Seawright, in Allegany county aforesaid, offer for sale at public auction to the highest bidder, for ready money, all the right, title, interest and estate, of him, the said Walter Slicer, both at law and in equity, of, in, to and out of all that part of a tract, piece or parcel of land lying and being in Allegany county aforesaid, called and known by the name of "George's Adventure," which is contained within the following courses, distances and boundaries, that is to say:—beginning for said part of said tract of land called "George's Adventure," at the end of the first line of a tract of land called "Limestone Rock," and running thence south twenty-six degrees west, forty-two perches, south eighteen degrees west, thirty-four perches, south twenty-seven degrees west, fifty-two perches, south thirty-eight degrees west, fourty-four perches; north seventy degrees west, sixty perches, north nineteen degrees east, one hundred perches, north sixty-eight and a half degrees east, twenty-three perches, then north seventy-three degrees west, one hundred and eighteen perches, to the end of the nineteenth line of the whole tract, then with the lines thereof south, thirty-two degrees west, seventy-two perches, south twenty-eight degrees east, one hundred and twenty-four perches, south seventy-nine degrees east, seventy perches;

north seventy-seven degrees east, twenty-four perches, north twenty-six degrees east, one hundred and eighteen perches, north seventeen degrees east, sixty-eight perches, then by a straight line to the beginning, containing one hundred acres, together with all and singular the rights, liberties, improvements and appurtenances thereto, (the above being the same piece or parcel of land which was conveyed to the said Walter Slicer, by Roger Perry, by deed bearing date the seventeenth day of August, 1813, and recorded among the land records of Allegany county aforesaid, at which said sale David Shriver, junior, formerly of Allegany county in Maryland, but now of Wheeling and commonwealth of Virginia, (by Brice W. Howard, his agent,) became the highest bidder and purchaser of all that part of a tract or parcel of land, called "George's Adventure," so as aforesaid particularly described, and exposed to sale in virtue of said writs of fieri facias, with the appurtenances, at and for the sum of six hundred dollars, and hath since paid the purchase money, and which I have ready to render to the plaintiff, retaining the sum of seventeen dollars and thirty-six cents for poundage and expenses, as within I am commanded. So answers,

WILLIAM McMAHON, *Sheriff.*

MARYLAND, ALLEGANY COUNTY, *to wit:*

I, Aza Beall, clerk of Allegany County Court, do hereby certify that the aforegoing is truly and correctly taken and copied from the record of proceeding of said court.

In testimony whereof to this exemplification, I hereunto subscribe my name and affix the seal [L. S.] of the said court, this seventeenth day of January, A. D. 1839.

AZA BEALL,
Clerk of Allegany County Court, Maryland.

And that all the proceedings which appear, or are stated in said record, were had as stated in said record, and by the persons at the time and in the manner stated in said record. And it is also admitted, that on the 23d February, 1818, another action was instituted in said Allegany County Court, by a certain Gabriel Evans, for the use of the lessor of the plaintiff, against said Slicer, the purchaser as aforesaid, and that the following is a duly authenticated record of the proceedings in said action.

Record.

G. Evans, use of D. Shriver, jr.
vs.
Walter Slicer.

Maryland, Allegany County, *to wit:*

At a County Court of the fifth judicial district, of the State of Maryland, begun and held at the court house, in the town of Cumberland, in and for Allegany county, on third Monday, and nineteenth day of April, in the year of our Lord one thousand eight hundred and nineteen.

Were present—The Honorable Abraham Shriver, Esq., Associate Judge; George Bruce, Esq., Sheriff; Aza Beall, Clerk.

At which said court, amongst others, were the following proceedings, to wit:

Gabriel Evans, use of David Shriver, jr.
vs.
Walter Slicer.
B. W. H.

Be it remembered, that heretofore, to wit, on the twenty-third day of February, in the year of our Lord one thousand eight hundred and eighteen, the said Gabriel Evans, by Brice W. Howard, Esquire, his attorney, prosecuted and sued forth, out of the county court here, the writ of the State of Maryland of capias ad respondendum, directed to the sheriff of Allegany county, in the words following, to wit:

Writ.

Allegany County, *to wit:*

The State of Maryland to the sheriff of Allegany county—Greeting:

We command you, that you take Walter Slicer, late of Allegany County, yeoman, if he shall be found in your bailiwick, and him safe keep, so that you have his body before the Judges of our next county court, to be held at the court house in the town of Cumberland, in said county, on the third Monday of April next, to answer unto Gabriel Evans, in a plea that he render unto him the sum of five hundred dollars current money, which to him he owes, and from him unjustly detains, &c. Hereof fail not at your peril, and

have you then and there this writ. Witness the Honorable John Buchanan, chief Judge of our said court, the 13th day of October, 1817.

AZA BEALL, *Clerk.*

B. W. H. Issued the 23d day of February, 1818.

And the said Gabriel Evans, by his attorney aforesaid, on the day of prosecuting and sueing forth the said writ, declared in the court here, against the said Walter, in the plea aforesaid, as follows, viz:

Nar.

ALLEGANY COUNTY, *to wit:*

Walter Slicer, late of Allegany County, yeoman, was summoned to answer unto Gabriel Evans, in a plea that he render unto him the sum of five hundred dollars, current money, which to him he owes, and from him unjustly detains, &c.

And whereupon, the said Gabriel Evans, by B. W. Howard, his attorney, says, that whereas, the aforesaid Walter Slicer, on the sixth day of September, in the year of our Lord one thousand eight hundred and fifteen, at Allegany County aforesaid, by his certain writing obligatory, commonly called a single bill, acknowledged himself to be held and firmly bound unto the said Gabriel, by the description of Gabriel Evans or order, in the full sum of five hundred dollars, with interest from the date thereof, for value received by said Slicer. Nevertheless, the aforesaid Walter Slicer, the aforesaid sum of five hundred dollars, current money, to him, the said Gabriel Evans, hath not rendered or paid, although so to do, he, the said Walter, was thereto, afterwards, to wit, on the ninth day of September, in the year of our Lord one thousand eight hundred and fifteen, and often afterwards, at Allegany County aforesaid, by the same Gabriel requested, but the same sum of five hundred dollars, or any part thereof, to the said Gabriel, to render and pay hath altogether refused, and still doth refuse. Wherefore the said Gabriel says, that he is worse, and has damage to the value of eight hundred dollars, current money of Maryland, and therefore he brings suit, &c.; and brings here into court the writing obligatory aforesaid, with the seal of the said Walter Slicer, which the debt aforesaid, and in form aforesaid witnesseth, &c., whose date is the day and year aforesaid.

JOHN DOE
and
RICHARD ROE,

BRICE W. HOWARD.

Pledges to Prosecute.

(Oyer of Note as follows:)

Oyer of the Writing Obligatory

I promise to pay Gabriel Evans, or order, five hundred dollars, for value received, with interest; as witness my hand and seal, this sixth day of September, 1815.

$500. WALTER SLICER, [L. S.]

Test: JAMES KINKEAD.

Received, April 1st, 1817, on the above, two hundred dollars.

At which said third Monday of April, being the twentieth day of the same month, in the year of our Lord one thousand eight hundred and eighteen, and the return day of the foregoing writ, comes into the County Court here the said Gabriel Evans, by his attorney aforesaid, and the sheriff of Allegany county aforesaid, to wit, William R. Dawson, to whom the said foregoing writ was in form aforesaid directed, and makes return thereof to the court here, thus endorsed, to wit:

Return.

Cepi and copy left. WM. R. DAWSON, *Sheriff.*

And the said Walter Slicer, by Beal Howard, Esquire, his attorney, appears in court here.

Rule—Special Bail.

And thereupon, on motion of the said Gabriel, by his attorney aforesaid, it is ruled by the court here, that the said Walter Slicer give special bail in the plea aforesaid.

Special Bail Entered.

Whereupon, a certain John Hays, of Allegany county aforesaid, comes here into court, in his own proper person, and with the consent of the said Gabriel, by his attorney aforesaid, becomes pledge and bail for the said Walter, that if it shall happen that the said Walter shall be convicted at the suit of the said Gabriel, in the plea aforesaid, then the said John Hays consents that as well the debt aforesaid, as all such damages, costs and charges as shall be adjudged unto the said Gabriel, in this behalf, shall be made of his body, lands and chattels, and levied to the use of the said Gabriel, if it shall happen that the said Walter shall not pay the said debt,

damages, costs and charges, or render himself to the prison and custody of the sheriff of the county aforesaid, on that occasion.

Rule—Plea.

And thereupon, on motion of the said Gabriel, by his attorney aforesaid, it is ruled by the court here, that the said Walter answer to the declaration aforesaid of the said Gabriel, in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said Walter, by his attorney aforesaid, defends the force and injury, when, and so forth, and prays leave of the court here to imparle, until the second Monday of October next, and then to answer to the declaration aforesaid of the said Gabriel, in the plea aforesaid; and to him it is granted; the same day is given to the said Gabriel also.

At which said second Monday of October, being the twelfth day of the same month, in the year of our Lord one thousand eight hundred and eighteen, to which said day the said Walter had leave to imparle, and then to answer to the declaration of the said Gabriel, in the plea aforesaid, comes again into the court here, as well the said Gabriel, by his attorney aforesaid, as the said Walter, by his attorney aforesaid; and the said Walter, by his attorney aforesaid, as before, defends the force and injury, when, and so forth, and prays leave of the court here to imparle further, until the third Monday of April next, and then to answer to the declaration of the said Gabriel, in the plea aforesaid; and to him it is granted; and the same day is given to the said Gabriel also.

At which said third Monday of April, being the nineteenth day of the same month, in the year of our Lord one thousand eight hundred and nineteen, to which said day the said Walter had leave to imparle, and then to answer the declaration aforesaid of the said Gabriel, in the plea aforesaid, comes again the said Gabriel, by his attorney aforesaid, and the said Walter Slicer, by his attorney aforesaid; and the said Walter Slicer, by his attorney aforesaid, as before, defends the force and injury, when, and so forth, and saith, that he cannot gainsay the action aforesaid of the said Gabriel, in the plea aforesaid, nor can he deny but that he owes unto the said Gabriel the aforesaid sum of five hundred dollars, current money, in manner and form as the said Gabriel above against him hath complained.

Judgment.

Therefore, it is considered by the court here, that the said Gabriel recover against the said Walter, as well the said sum of five hundred dollars, current money, his debt aforesaid, in form aforesaid acknowledged, as the sum of eight hundred dollars for his damages, which he hath sustained, as well by occasion of the detention of

the said debt, as for his costs and charges by him about his suit in this behalf expended; adjudged unto the same Gabriel by the court, with his assent; and the said Walter Slicer, in mercy, and so forth.

Memorandum.

Judgment was confessed in this action, on the twentieth day of April, in the year of our Lord one thousand eight hundred and nineteen, for five hundred dollars, current money, a certain debt, and eight hundred dollars, current money, certain damages and costs. Damages to be released on payment of the debt, with interest thereon, from the seventh day of September, in the year eighteen hundred and fifteen, and costs $7 01⅓.

Release $200; paid April 1st, 1817.

And whereas, afterwards, on the twenty-third day of June, in the year of our Lord one thousand eight hundred and nineteen, the said Gabriel, by his attorney aforesaid, prosecuted and sued forth out of the court here, the writ of the State of Maryland of "fieri facias," directed to the sheriff of Allegany county, in the words following, to wit:

Fieri Facias.

ALLEGANY COUNTY, *sct.*

The State of Maryland to the Sheriff of Allegany County, greeting:

Whereas, at a county court, begun and held at the court-house in the town of Cumberland, on the third Monday of April, in the year of our Lord one thousand eight hundred and nineteen, a certain Gabriel Evans, by the judgment of the same court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of eight hundred dollars, for his damages which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter Slicer is convict, as manifestly appears of record.

You are therefore hereby commanded, that of the goods and chattels, lands and tenements of the said Walter Slicer, being in your bailiwick, you cause to be made the debt, damages, costs and charges aforesaid, and have you those sums before the said county court, to be held at the court-house in the town of Cumberland, in said county, on the second Monday of October next, to render unto the said Gabriel Evans the debt, damages, costs and charges

aforesaid. Hereof fail not at your peril, and have you then and there this writ.

Witness, the Honorable John Buchanan, Esquire, Chief Justice of our said court, the 19th day of April, 1819.

AZA BEALL, *Clerk.*

B. W. H.—Issued the 23d day of June, 1819.

At which said second Monday of October, being the eleventh day of the same month, in the year of our Lord one thousand eight hundred and nineteen, and the return day of the foregoing writ, comes again the said Gabriel, by his attorney aforesaid, and the Sheriff of Allegany county aforesaid, to wit, George Bruce, gentleman, to whom the said foregoing writ was, in form aforesaid, directed, and makes return thereof, thus endorsed, to wit:

Return.

"Countermanded." GEORGE BRUCE, *Sheriff.*

ALLEGANY COUNTY, *ss.*

Assignment of Judgment to David Shriver, jr.

GABRIEL EVANS,
vs.
WALTER SLICER.

Action of Debt in Allegany County Court.

For value received, I assign and transfer the judgment obtained by me against Walter Slicer, at the April term, 1819, in Allegany County Court, against Walter Slicer, to David Shriver, jr., and authorise the clerk of said court to endorse it for the use of said Shriver. GABRIEL EVANS.

And whereas, afterwards, on the fourteenth day of February, in the year of our Lord one thousand eight hundred and twenty, the said Gabriel, by his said attorney, prosecuted and sued forth, out of the county court here, the writ of the State of Maryland of "fieri facias," to lie in office, in the following words, to wit:

2nd Fi. Fa.

ALLEGANY COUNTY, *to wit:*

The State of Maryland to the Sheriff of Allegany County, greeting:

Whereas, at a county court, begun and held at the court-house in the town of Cumberland, on the third Monday of April, in the

year of our Lord one thousand eight hundred and nineteen, a certain Gabriel Evans, by the judgment of the same court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of eight hundred dollars, for his damages which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter Slicer is convict, as it manifestly appears of record.

You are therefore hereby commanded, that of the goods and chattles, lands and tenements of the said Walter Slicer, being in your bailiwick, you cause to be made the debt, damages, costs, and charges aforesaid, and have you those sums before the said County Court, to be held at the court-house in the town of Cumberland, on the third Monday of April next, to render unto the said Gabriel Evans the debt, damages, costs, and charges aforesaid. Hereof fail not at your peril, and have you then and there this writ.

Witness the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 11th day of October, 1819.

AZA BEALL, *Clerk.*

B. W. H.—Issued the 14th day of February, 1820.

And whereas also, afterwards, to wit, on the thirty-first day of December, in the year of our Lord one thousand eight hundred and twenty-three, the said Gabriel Evans, use of David Shriver, Junior, by his attorney aforesaid, prosecuted and sued forth out of the court here, the writ of the State of Maryland, of "Scieri Facias," directed to the sheriff of Allegany county aforesaid, in the following words, to wit:

Sci. Fa.

MARYLAND, *Allegany county, to wit:*

The State of Maryland to the Sheriff of Allegany county, greeting:

Whereas, at a County Court, begun and held at the court-house in the town of Cumberland, in and for Allegany county aforesaid, on the third Monday of April, in the year of our Lord one thousand eight hundred and nineteen, a certain Gabriel Evans, by the judgment of the said court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of eight hundred dollars, current money, damages, which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended; whereof the said Walter is convict, as it manifestly appears of record.

And now on the part of the said Gabriel Evans, it hath been understood in the said court, that although judgment thereof is

given, yet execution for the debt, damages, costs, and charges aforesaid still remains to be made for him. Wherefore the said Gabriel hath besought that a proper remedy be granted him in this behalf, and as it is right that those things which in the said County Court are lawfully transacted and adjudged, should be carried into due and speedy execution; you are therefore hereby commanded that by good and lawful men of your bailiwick, you give notice to the said Walter Slicer that he be and appear before our said County Court, to be held at the court-house in the town of Cumberland, in and for Allegany county aforesaid, on the third Monday of April next, to shew, if any thing he hath or can say for himself, why the said Gabriel ought not to have his execution against him for the debt, damages, costs, and charges aforesaid, according to the force, form and effect of the recovery aforesaid, if he, the said Walter, shall think fit; and further to do and receive what the said court shall then and there consider concerning him in this behalf; and have then there the names of those by whom you shall give him notice, and this writ.

Witness the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 13th day of October, 1823.

AZA BEALL, *Clerk.*

B. W. H.—Issued 31st December, 1823.

At which mentioned third Monday of April, being the nineteenth day of the same month, in the year of our Lord one thousand eight hundred and twenty-four, and the return day of the foregoing writ, comes again the said Gabriel by his attorney aforesaid, and the sheriff of Allegany county aforesaid, to wit, Andrew Bruce, gentleman, to whom the said foregoing writ was in form aforesaid directed, makes return thereof as follows, to wit:

Return of Sci. Fa.

"Sciri Feci." ANDW. BRUCE, *Shff.*

And the said Walter Slicer, although solemnly called, does not appear; and thereupon the said Gabriel prays execution against the said Walter Slicer for the debt, damages, costs, and charges aforesaid, according to the force, form, and effect of the recovery aforesaid.

Fiat.

Wherefore it is considered by the court here that the said Gabriel have execution against the Walter, for as well the debt, damages, costs, and charges aforesaid, according to the force, form, and effect of the recovery aforesaid, as the sum of five dollars thirty-three and one-third cents, for the costs and charges which the said Gabriel

hath sustained by reason of the delay of the execution aforesaid of the said judgment; and the said Walter Slicer, in mercy, and so forth.

And whereas also, afterwards, to wit, on the twenty-fourth day of September, in the year of our Lord one thousand eight hundred and twenty-four, the said Gabriel Evans, by his attorney as aforesaid, prosecuted and sued forth out of the court here, the writ of the State of Maryland, of "Fieri facias," directed to the sheriff of Allegany county, in the following words, to wit, to lie in the office, &c.:

Fi. Fa. on Sci. Fa.

MARYLAND, *Allegany county, to wit:*

The State of Maryland to the Sheriff of Allegany county, greeting:

Whereas, at a county Court, begun and held at the court-house in the town of Cumberland, in and for Allegany county aforesaid, on the third Monday of April, in the year of our Lord eighteen hundred and nineteen, a certain Gabriel Evans, by the judgment of the said court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of eight hundred dollars, current money, damages which he had sustained, as well by reason of the detention of the debt, as for his costs and charges by him about his suit in that behalf laid out and expended; whereof the said Walter Slicer is convict, as it manifestly appears of record.

And whereas, at a county Court, begun and held at the court-house in the town of Cumberland, in and for said county, on the third Monday of April, in the year 1824, it was considered that the said Gabriel Evans should have his execution against the said Walter Slicer, as well for the debt, damages, costs, and charges aforesaid, as also for the sum of five dollars and thirty-three and one-third cents, which to the said Gabriel in the said court was adjudged for his costs and charges, which he had sustained, by the detention of the execution aforesaid; whereof the said Walter is convict, as it likewise appears of record.

Wherefore you are hereby commanded, that of the goods and chattles, lands and tenements of the said Walter Slicer, being in your bailiwick, you cause to be made the debt, damages, costs and charges aforesaid, and have you those sums before the said county Court, to be held at the court-house in the town of Cumberland, on the second Monday of October next, to render unto the said Gabriel Evans the debt, damages, costs, and charges aforesaid, with the

additional costs hereon. Hereof fail not at your peril, and have you then and there this writ.

Witness the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 19th day of April, 1824.

AZA BEALL, *Clerk.*

B. W. H.—Issued the 24th day of September, 1824.

And whereas, also, on the twenty-second day of November, in the year of our Lord one thousand eight hundred and twenty-four, the said Gabriel, by his attorney aforesaid, prosecuted and sued forth out of the court here, the writ of the State of Maryland of "Fieri facias," directed to the sheriff of Allegany county aforesaid, in the words following, to wit:

2d Fi. Fa. on Sci. Fa.

MARYLAND, *Allegany county, to wit:*

The State of Maryland to the Sheriff of Allegany county, greeting:

Whereas, at a county Court, begun and held at the court-house in the town of Cumberland, in and for Allegany county aforesaid, on the third Monday of April, in the year of our Lord eighteen hundred and nineteen, a certain Gabriel Evans, by judgment of the said court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of eight hundred dollars, current money, damages, which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended; whereof the said Walter Slicer is convict, as manifestly appears of record.

And whereas also, on the third Monday of April, in the year of our Lord eighteen hundred and twenty-four, it was considered by the court here, that the said Gabriel Evans should have his execution against the said Walter Slicer, for as well the debt, damages, costs and charges aforesaid, as the sum of five dollars thirty-three and one-third cents, for his costs and charges adjudged unto the said Gabriel in the said court, which he had sustained by delay of the execution aforesaid; whereof the said Walter is convict, as it also appears of record.

Wherefore you are hereby commanded that of the goods and chattles, lands and tenements of the said Walter Slicer, being in your bailiwick, you cause to be made the debt, damages, costs and charges aforesaid, and have you those sums before the said county court, to be held at the court-house in the town of Cumberland, on the third Monday of April next, to render unto the said Gabriel Evans the debt, damages, costs, and charges aforesaid, with the

additional costs hereon. Hereof fail not, and have you then and there this writ.

Witness the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 11th day of October, 1824.

AZA BEALL, *Clerk.*

B. W. H.—Issued 22d day of November, 1824.

At which mentioned third Monday of April, being the eighteenth day of the same month, in the year of our Lord one thousand eight hundred and twenty-five, and the return day of the foregoing writ, comes again the said Gabriel, by his attorney aforesaid, and the sheriff of Allegany county aforesaid, to wit, William McMahon, gentleman, to whom the said foregoing writ was in form aforesaid directed, makes return thereof, thereon endorsed, to wit:

"Executed as per return in No. 68, to amount of $82 64."
"Nulla bona balance.

WM. McMAHON, *Shff.*"

Appraisement as follows, to wit:

Schedule.

An inventory of the goods and chattles, lands and tenements of Walter Slicer, of Allegany County, taken by virtue of two writs of "fieri facias," issued out of Allegany County Court, to me directed, at the suit of Gabriel Evans, use of David Shriver, junior, and Archibald Arnold, use of David Shriver, junior, to wit:

"All the right, title and interest of Walter, of, in and to all that part of a tract of land called 'George's Adventure,' situate, lying and being in Allegany County aforesaid, which is contained in the courses and distances and calls, that is to say, beginning for said part at the end of the first line of tract of land called 'Limestone Rock,' and running thence south twenty-six degrees west, forty-two perches, south eighteen degrees west, thirty-four perches, south twenty-seven degrees west, fifty-two perches, south thirty-eight degrees west, forty-four perches, north seventy degrees west, sixty perches, north nineteen degrees east, one hundred perches, north sixty-eight and a half degrees east, twenty-three perches, then north seventy-three degrees west, one hundred and eighteen perches, to the end of the nineteenth line of the whole tract, then with the lines thereof south thirty-two degrees west, seventy-two perches, south twenty-eight degrees east, one hundred and twenty-four perches, south seventy-nine degrees east, seventy perches, north seventy-seven degrees east, twenty-four perches, north twenty-six degrees east, one hundred and eighteen perches, north seventeen degrees east, sixty-eight perches, then to the beginning, containing one hundred acres of land," appraised at the sum of $1000.

We, the subscribers, being duly summoned, have appraised the lands and tenements contained in the above schedule, as it now stands, to the sum of one thousand dollars. Witness our hands and seals, this 29th day of November, 1824.

JOHN HAYS, [L. S.]
C. KREPPS, [L. S.]
JACOB JOYSTER, [L. S.]
JOHN A. HOFFMAN. [L. S.]

To the honorable the Judges of Allegany County Court, in Maryland.

I, William McMahon, sheriff of Allegany County aforesaid, do hereby beg leave respectfully to certify, report and return, that by and in virtue of the annexed writs of "fieri facias," issued out of Allegany County Court aforesaid, and to me directed for that purpose, (to wit, Gabriel Evans, use of David Shriver, junr., against Walter Slicer, and Archibald Arnold, use of David Shriver, junr., against Walter Slicer, Aza Beall, and William R. Dawson,) after having given due and legal notice of the time, place, manner, and terms of sale, by advertisements set up twenty days before the day of sale, at the court house door, of Allegany County aforesaid, and at the houses of James Seawright and Christian Krepps, public places in said County, near the place of sale, and also by advertisements published for the same period of time previous to the day of sale, in the Maryland Advocate, a newspaper printed in said County, and having a general circulation therein: I did, on Monday the twenty-seventh day of December, in the year of our Lord eighteen hundred and twenty-four, at the house of James Seawright, in Allegany County aforesaid, offer for sale at public auction, to the highest bidder, for ready money, all the right, title, interest and estate of him, the said Walter Slicer, both at law and in equity, of, in, to and out of all that part of a tract, piece or parcel of land lying and being in Allegany County aforesaid, called and known by the name of "George's Adventure," which is contained within the following courses, distances and boundaries, that is to say, beginning for said part of said tract of land called "George's Adventure," at the end of the first line of a tract of land called "Limestone Rock," and running thence south twenty-six degrees west, forty-two perches, south eighteen degrees west, thirty-four perches, south twenty-seven degrees west, fifty-two perches, south thirty-eight degrees west, forty-four perches, north seventy degrees west, sixty perches, north nineteen degrees east, one hundred perches, north sixty-eight and a half degrees east, twenty-three perches, then north seventy-three degrees west, one hundred and eighteen perches, to the end of the nineteenth line of the whole tract, then with the lines thereof south, thirty-two degrees west, seventy-two perches, south twenty-eight degrees east, one hundred and twenty-four perches, south seventy-nine degrees east, seventy perches, north seventy-seven

degrees east, twenty-four perches, north twenty-six degrees east, one hundred and eighteen perches, north seventeen degrees east, sixty-eight perches, then by a straight line to the beginning, containing one hundred acres, together with all and singular the rights, liberties, improvements and appurtenances thereto; (the above being the same piece or parcel of land which was conveyed to the said Walter Slicer, by Roger Perry, by deed bearing date the seventeenth day of August, 1813, and recorded among the land records of Allegany County aforesaid;) at which said sale, David Shriver, junior, formerly of Allegany County in Maryland, but now of Wheeling and commonwealth of Virginia, (by Brice W. Howard, his agent,) became the highest bidder, and purchaser of all that tract, part of a tract or parcel of land called "George's Adventure," so as aforesaid particularly described and exposed to sale, in virtue of said writs of fieri facias, with the appurtenances, at and for the sum of six hundred dollars, and hath since paid the purchase money, and which I have ready to render to the plaintiff, retaining the sum of seventeen dollars and thirty-six cents for poundage and expenses, as within I am commanded.

So answers WM. McMAHON, *Shff.*

MARYLAND, *Allegany County, to wit:*

I, Aza Beall, Clerk of Allegany County Court, do hereby certify that the aforegoing is truly and correctly taken from the records of proceedings of Allegany County Court.

In testimony whereof to this exemplification, I hereunto sub-
[L. S.] scribe my name, and affix the seal of the said court, this sixteenth day of January, A. D. 1839.

AZA BEALL,
Clerk of Allegany County Court, Maryland.

And that all the proceedings which appear or are stated in said record, were had as stated in said record, and by the persons, at the time and in the manner stated in said record.

And it is also admitted that the said David Shriver, junior, who is mentioned in the sheriff's return aforesaid, in both of said actions, of the sale of all the right, title and interest of the said Walter to that part of the tract of land called George's Adventure, which is particularly described in said return, and reported as the purchaser of the said one hundred acres there described, is the plaintiff in this action; and the said one hundred acres so described in said returns, were in fact sold to the plaintiff at the time and in the manner stated in the sheriff's return of the sale of the same, appearing in the record of proceedings in said actions herein before set forth; that William McMahon, by whom said sale is therein reported to have been made to the plaintiff, was then sheriff of Allegany County aforesaid, and that, being such sheriff, the said

William McMahon, after the sale as aforesaid made by him, conveyed the said one hundred acres of land to the plaintiff, by the following deed, which is admitted to have been duly executed, acknowledged, delivered and recorded.

The following deed was recorded on the 30th day of April, 1825:

Deed from Sheriff of Alleg'y Co. to D. Shriver, jr., dated 29 April, 1825.

This Indenture, made this twenty-ninth day of April, in the year of our Lord eighteen hundred and twenty-five, between William McMahon, Esquire, sheriff of Allegany County in Maryland, of the one part, and David Shriver, junior, formerly of the County and State aforesaid, but now of Wheeling and commonwealth of Virginia, of the other part; witnesseth, whereas, on the twenty-second day of November, in the year of our Lord eighteen hundred and twenty-four, a certain writ of the State of Maryland, of fieri facias, did issue forth out of Allegany County Court aforesaid, to the sheriff of Allegany County aforesaid directed, reciting that, whereas, at a County Court begun and held at the court house in the town of Cumberland, in and for Allegany County aforesaid, on the third Monday of April, in the year of our Lord one thousand eight hundred and nineteen, a certain Gabriel Evans, by the judgment of the said court, recovered against a certain Walter Slicer, late of Allegany County, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of eight hundred dollars, current money, damages, which he had sustained by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter Slicer is convict, as manifestly appears of record.

And, whereas, also, on the third Monday of April, in the year of our Lord eighteen hundred and twenty-four, it was considered by the court here that the said Gabriel Evans should have his execution against the said Walter Slicer, for as well the debt, damages, costs and charges aforesaid, as the sum of five dollars thirty-three and one third cents, for his costs and charges adjudged unto the said Gabriel in the said court, which he had sustained by delay of the execution aforesaid, whereof the said Walter Slicer is convict, as it also appears of record; the said sheriff was therefore commanded that of the goods and chattels, lands and tenements of the said Walter Slicer, in his bailiwick being, he should cause to be made the debt, damages, costs, and charges aforesaid, and that he should have those sums of money before the said Court of Allegany County, to be held at the court house in the town of Cumberland, on the third Monday of April next, thereafter, (1825) to render unto the said Gabriel Evans the debt, damages, costs and charges aforesaid.

with the additional costs thereon, and that he should have then and there that writ, and so forth.

And whereas, also, on the said twenty-second day of November, in the year of our Lord eighteen hundred and twenty-four, a certain other writ of the State of Maryland, of fieri facias, did issue forth out of Allegany County Court aforesaid, to the Sheriff of Allegany county aforesaid directed, reciting, that whereas, at a County Court, begun and held at the court house in the town of Cumberland, in and for Allegany county aforesaid, on the second Monday of October, in the year of our Lord eighteen hundred and eighteen, a certain Archibald Arnold, by the judgment of the same court, recovered, against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of five hundred dollars, current money, a certain debt, as the sum of one thousand dollars, current money, damages which he had sustained by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter Slicer is convict, as manifestly appears of record.

And whereas, also, on the eighth day of December, in the year of our Lord eighteen hundred and eighteen, the said Walter Slicer, together with Aza Beall and William R. Dawson, before Charles F. Brodhag and Adam Sigler, Esquires, gentlemen, two of the State of Maryland justices of the peace, in and for Allegany county aforesaid, and did jointly and severally confess judgment to the said Archibald Arnold for the debt, damages, costs, and charges aforesaid; the said damages to be released on payment of interest on the debt, from the fourth day of May, 1814, and costs, six dollars sixty-three and one-third cents; the said sums of money to be levied of their goods and chattles, lands and tenements, for the use of said Archibald Arnold, in case the said Walter Slicer should not pay and satisfy to the said Archibald Arnold, the debt, damages, costs, and charges aforesaid, with the additional costs hereon, on the eighth day of June then next following; which said confession, so as aforesaid taken, was by the said justices returned to the Clerk's office of Allegany County Court, whereof the said Walter Slicer, Aza Beall, and William R. Dawson are convict, as it likewise appears of record.

And whereas, also, on the second Monday of October, in the year of our Lord eighteen hundred and twenty-four, it was considered by the said Court of Allegany county here, that the said Archibald Arnold should have his execution against the said Walter Slicer, Aza Beall, and William R. Dawson, for as well the debt, damages, costs, and charges aforesaid, so as aforesaid confessed; also the sum of five dollars and forty-five cents, which to the said Archibald Arnold in said court was adjudged, for his costs and charges, which he had sustained by delay of the execution aforesaid, whereof the said Walter Slicer, Aza Beall, and William R. Dawson, are convict as it also appears of record. The said sheriff

was therefore commanded, that of the goods and chattles, lands and tenements, of the said Walter Slicer, Aza Beall, and William R. Dawson, in his bailiwick being, he should cause to be made the debt, damages, costs, and charges aforesaid; and that he should have those sums of money before the said Court of Allegany county, to be held at the court house in the town of Cumberland, on the third Monday of April next thereafter, to render unto the said Archibald Arnold, the debt, damages, costs, and charges aforesaid, with the additional costs thereon, and that he should have then and there that writ, and so forth; on which said third Monday of April, in the year *of* our Lord eighteen hundred and twenty-five, the said sheriff reported and made return to the honorable Judges of Allegany County Court aforesaid, that by and in virtue of the aforesaid several writs of fieri facias, to him directed for that purpose, after having given due and legal notice of the time, place, manner, and terms of sale, by advertisements set up twenty days before the day of sale, at the court house door of Allegany county aforesaid, and at the house of James Seawright and Christian Krepps, public places in said county, near the place of sale, and also by advertisements published for the same period of time previous to the day of sale in the Maryland Advocate, a newspaper printed in said county, and having a general circulation therein: he did, on Monday the twenty-seventh day of December, in the year of our Lord eighteen hundred and twenty-*four*, at the house of James Seawright, in Allegany county aforesaid, offer for sale at public auction to the highest bidder, for ready money, all the right, title, interest, and estate, of him, the said Walter Slicer, both at law and in equity of, in, to, and out of all that part of a tract or parcel of land, lying and being in Allegany county aforesaid, called and known by the name of George's Adventure, which is contained within the following courses, distances, and boundaries; that is to say: beginning for said part of said tract of land called George's Adventure, at the end of the first line of a tract of land called Limestone Rock, and running thence south twenty-six degrees, west forty-two perches; south eighteen degrees, west thirty-four perches; south twenty-seven degrees, west fifty-two perches; south thirty-eight degrees, west forty-four perches; north seventy degrees, west sixty perches; north nineteen degrees, east one hundred perches; north sixty-eight and a half degrees, east twenty-three perches; then north seventy-three degrees, west one hundred and eighteen perches, to the end of the nineteenth line of the whole tract; then with the lines thereof, south thirty-two degrees, west seventy-two perches; south twenty-eight degrees, east one hundred and twenty-four perches; south seventy-nine degrees, east seventy perches; north seventy-seven degrees, east twenty-four perches; north twenty-six degrees, east one hundred and eighteen perches; north seventeen degrees, east sixty-eight perches; then by a straight line to the beginning, containing one

hundred acres, together with the rights, liberties, and appurtenances thereto;—the above being the same lands which were conveyed to the said Walter Slicer by Roger Perry, Esq., by deed bearing date the seventeenth day of August, 1813, and recorded among the lands of Allegany county aforesaid; at which said sale, the aforesaid David Shriver, junior, of the town of Wheeling and Commonwealth of Virginia, by Brice W. Howard, his agent, became the highest bidder and purchaser of the aforesaid piece, part of a tract or parcel of land, and premises as aforesaid, particularly described and exposed to sale, in virtue of said writs of fieri facias, with the appurtenances, at and for the sum of six hundred dollars, and hath since paid the purchase money, and is now desirous to obtain a title to the same in consequence thereof:

Now, this deed witnesseth, that the said William McMahon, Sheriff of Allegany county aforesaid, for and in consideration of the premises, and of the further sum of five dollars to him in hand paid by David Shriver, junior, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said David Shriver, junior, his heirs and assigns forever, all that part of a tract or parcel of land lying in Allegany county aforesaid, called George's Adventure, with the appurtenances, so as aforesaid exposed to sale in virtue of the said writs of fieri facias, and which has been hereinbefore particularly described; to have and to hold the said piece, parcel, or tract of land so as aforesaid exposed to sale in virtue of said several writs of fieri facias, and so as as aforesaid particularly described with the rights, liberties, and appurtenances thereto unto him, the said David Shriver, junior, his heirs and assigns forever, to the only proper use and behoof of him, the said David Shriver, junior, his heirs and assigns, and to and for no other use, intent, or purpose whatsoever.

In witness whereof, the said William McMahon, Esquire, sheriff as aforesaid, hath hereunto set his hand and seal, the day and year herein first before written.

WM. McMAHON, *Sheriff.* [SEAL.]

Signed, sealed, and acknowledged in the presence of us,

JNO. MCNEILL,
JOHN GEPHART, Junr.

STATE OF MARYLAND, ALLEGANY COUNTY, *to wit:*

Be it remembered, that on this twenty-ninth day of April, in the year of our Lord eighteen hundred and twenty-five, before us, the subscribers, two of the justices of the peace in and for the county and State aforesaid, personally appears William McMahon, Esquire,

Sheriff of Allegany county aforesaid, being the grantor named in the said and aforegoing instrument of writing, and acknowledged the same deed or instrument of writing to be his act and deed for the purposes therein mentioned, and the land and premises therein described, and thereby bargained and sold, or intended so to be, to be the right and estate of David Shriver, junior, grantee; also, therein named his heirs and assigns forever, according to the true intent and meaning of the said deed or instrument of writing, and the acts of Assembly in such cases made and provided.

Acknowledged before

JOHN McNEILL,
JOHN GEPHART, Junr.

MARYLAND, ALLEGANY COUNTY, *to wit:*

I, Aza Beall, Clerk of Allegany County Court, do hereby certify, that the within deed is truly and correctly copied from Liber A. B., No. M., folios, 640, 641, 642, 643, & 644, one of the land records of Allegany county.

In testimony whereof, I have hereunto set my name, and affixed my seal of office, this seventeenth day of January, A. D. 1839.
[SEAL.]

AZA BEALL, *Clerk of Allegany County Court, Maryland*

It is also admitted, that on the eleventh day of October, 1817, an action was instituted in Allegany County Court, in the State of Maryland, by a certain William Lamar, against the said Walter Slicer, the purchaser as aforesaid of the said 100 acres of land, and that the following is a duly authenticated record of the proceedings in said action.

Record.

WM. LAMAR,
vs.
WALTER SLICER.

STATE OF MARYLAND,
Allegany County, to wit:

At a County Court of the Fifth Judicial District of the State of Maryland, composed of the counties of Frederick, Washington, and Allegany, begun and held at the court house, in the town of Cumberland, in and for Allegany county aforesaid, on the third Monday of April, and nineteenth day of the same month, in the year of our

Lord one thousand eight hundred and nineteen: were present—the Honorable John Buchanan, Esq., Chief Judge; Abraham Shriver and Thomas Buchanan, Esqs., Associate Judges; George Bruce, Esq., Sheriff; Aza Beall, Clerk.

At which said court, amongst other, were the following proceedings, to wit:

WILLIAM LAMAR,
vs.
WALTER SLICER.

Be it remembered, that heretofore, to wit, on the eleventh day of October, in the year of our Lord one thousand eight hundred and seventeen, the said William Lamar, by Roger Perry, his attorney, prosecuted and sued forth out of the County Court here, the writ of the State of Maryland, of capias ad respondendum, directed to the Sheriff of Allegany county, in the words following, to wit:

Writ.

ALLEGANY COUNTY, *to wit:*

The State of Maryland to the Sheriff of Allegany county, greeting:

We command you, that you take Walter Slicer, late of Allegany county, yeoman, if he shall be found in your bailiwick, and him safe keep, so that you have his body before the judges of our next County Court, to be held at the court house, in the town of Cumberland, on the second Monday of October instant, to answer unto William Lamar, in a plea of trespass on the case, and so forth.—Hereof fail not at your peril, and have you then and there this writ.

Witness the Honorable John Buchanan, Chief Judge of our said court, the 21st day of April, 1817.

Issued the 11th day of October, 1817, R. P.
WM. McMAHON, *Clerk.*

At which mentioned second Monday of October, being the thirteenth day of October, in the year of our Lord one thousand eight hundred and seventeen, and the day of the return of the foregoing writ, comes again the said William Lamar, and the Sheriff of Alle-

gany county, to wit, William R. Dawson, gentleman, to whom the said foregoing writ was in form aforesaid directed, and makes return thereof to the court here, thus endorsed, to wit:

Sheriff's Return.

Cepi: WILLIAM R. DAWSON, *Sh'ff.*

Rule—Special Bail.

And the said Walter Slicer, being called, appears in court here, by Brice W. Howard, his attorney; and thereupon, on motion of the said William, by his attorney aforesaid, it is ruled by the court here, that the said Walter give special bail in the plea aforesaid.

Special Bail entered.

Whereupon, a certain Thomas Blair, of Allegany county aforesaid, comes here into court, in his own proper person, and with the consent of the said William, by his attorney aforesaid, becomes pledge and bail for the said Walter; that if it shall happen that the said Walter shall be convicted at the suit of the said William, in the plea aforesaid, that the said Thomas Blair consents that all such damages, costs, and charges, as shall be adjudged unto the said William on this behalf, shall be made of his body, lands, and chattels, and levied to the use of the said William, if it shall happen that the said Walter shall not pay the said damages, costs, and charges, or render himself to the public prison, and custody of the sheriff of the county aforesaid, on that occasion.

And thereupon, the said Walter, by his said attorney, prays that the said William may declare against him, the said Walter, in the plea aforesaid.

Rule—Nar.

Whereupon, it is ruled by the court here, that the said William declare against the said Walter, in the plea aforesaid; and if the said William doth not declare against the said Walter, in the plea aforesaid, judgment will be rendered against him by default; and the said William, by his said attorney, prays leave of the court here to imparle until the third Monday of April next, to declare against the said Walter in the plea aforesaid, and he hath it. The same day is given to the said Walter, then and there, and so forth.

At which said third Monday of April, being the twentieth day of the same month, in the year of our Lord eighteen hundred and

eighteen, until which said day the said William had leave to imparle, and then to declare against the said Walter, in the plea aforesaid, comes as well the said William as the said Walter, by their attornies aforesaid.

And the said William, by his said attorney, declares against the said Walter, in the plea aforesaid, as follows, that is to say:

Nar.

STATE OF MARYLAND,
Allegany County, sct.

Walter Slicer, late of Allegany county, yeoman, was attached to answer unto William Lamar, in a plea of trespass on the case, and so forth; and whereupon, the said William, by Roger Perry, his attorney, complains:

That, whereas, the said Walter Slicer, on the first day of October, one thousand eight hundred and seventeen, at Allegany county aforesaid, was indebted to the said William in the sum of two thousand dollars, current money of the United States, for divers goods, wares, and merchandizes, by the said William before that time sold and delivered to the said Walter, at his special instance and request; and being so indebted, he, the said Walter, in consideration thereof, afterwards, that is to say, on the same day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said William to pay him the said sum of two thousand dollars, current money of the United States, when he should be thereunto afterwards requested.

And whereas, afterwards, that is to say, on the day and year aforesaid, at the county aforesaid, in consideration that the said William, at the like special instance and request of the said Walter, had before that time sold and delivered to the said Walter divers other goods, wares, and merchandizes, he, the said Walter, then and there undertook, and faithfully promised the said William to pay him so much money as those goods, wares, and merchandizes last mentioned were reasonably worth, at the time of their sale and delivery as aforesaid; and the said William avers that the said goods, wares and merchandizes last mentioned as aforesaid, were reasonably worth, at the time of their sale and delivery as aforesaid, another sum of two thousand dollars, current money of the United States; whereof the said Walter afterwards, that is to say, on the day and year aforesaid, at the county aforesaid, had notice.

And whereas, also, the said Walter afterwards, that is to say, on the same day and year aforesaid, at the county aforesaid, was indebted unto him, the said William, in another sum of two thousand dollars, current money of the United States, for the like sum of current money by him, the said William, at the special instance and request, and to and for the use and behoof of him the said Wal-

ter, before that time there laid out, expended, and paid; and being so thereof indebted, the said Walter, in consideration thereof afterwards, that is to say, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised, that he, the said Walter, the last aforesaid sum of current money to him, the said William, when afterwards he should be thereunto requested, would well and truly content and pay.

And whereas, also, the aforesaid Walter afterwards, that is to say, on the same day and year aforesaid, at the county aforesaid, was indebted to the said William in another sum of two thousand dollars, current money of the United States, for the like sum of current money by the said William before that time lent and advanced to the said Walter, at his special instance and request; and being so indebted, he, the said Walter, in consideration thereof, afterwards, that is to say, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said William to pay him the said last mentioned sum of money, when he should be thereto afterwards requested.

And whereas, also, the said Walter afterwards, that is to say, on the same day and year aforesaid, at the county aforesaid, was indebted to the said William in another sum of two thousand dollars, current money of the United States, for the like sum of money by the said Walter before that time had and received, to and for the use of the said William; and being so indebted, he, the said Walter, in consideration thereof afterwards, that is to say, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said William to pay him the said last mentioned sum of money, when he should be thereto afterwards requested.

Nevertheless, the said Walter (although often requested by the said William, that is to say, on the first day of October, one thousand eight hundred and seventeen, and often afterwards, at the county aforesaid,) hath not yet paid the several sums of money, or either of them, or any part of them, or either of them, to the said William; but to pay the same, or any part thereof, to the said William, the said Walter hath hitherto wholly refused, and still doth refuse to pay the same to the said William, to the damage of the said William.

Wherefore, the said William saith he is the worse, and hath damage to the value of ten thousand dollars, current money of the United States, and therefore he brings his suit, and so forth.

ROGER PERRY,
For Plaintiff.

Pledges to prosecute, JOHN DOE &
RICHARD ROE.

And thereupon, the said William, by his attorney aforesaid, prays

that the said Walter may answer to the declaration of him, the said William, in the plea aforesaid.

Rule—Plea.

Whereupon, it is ruled by the court here, that the said Walter answer to the declaration of the said William, in the plea aforesaid, and if the said Walter doth not answer to the declaration of the said William in the plea aforesaid, judgment will be rendered against him by default, and the said Walter, by his said attorney, defends the force and injury, when, and so forth; and prays leave of the court here to imparle until the second Monday of October next, to answer to the declaration of the said William in the plea aforesaid, and he hath it; the same day is given to the said William also.

At which said second Monday of October, being the twelfth day of the same month, in the year of our Lord eighteen hundred and eighteen, until which day the said Walter had leave to imparle, and then to answer to the declaration of the said William in the plea aforesaid, comes as well the said William, as the said Walter, by their attornies aforesaid, and the said Walter, by his attorney aforesaid, files in court here his plea to the declaration in the plea aforesaid, as follows, to wit:

Plea—Non ass't. and issue.

WALTER SLICER,
ads.
WILLIAM LAMAR.

And the said Walter, by B. W. Howard his attorney, comes and defends the force and injury, when, &c., and saith that he did not assume upon himself, in such manner and form as the said William above against him hath complained, and of this he puts himself upon the country, and the said William in like manner, &c.

Plea—Limitations.

And the said Walter, with the leave of the court here, according to the form of the statute in such case made and provided, further defends the force and injury, when, &c., and saith that the said William Lamar his action aforesaid against him, to have or maintain ought not, because he saith that he, the said Walter, at any time within three years next preceding the impetration of the original writ, in this cause did not assume upon himself, in manner and form, as the said William above by his declaration hath alleged,

and this he is ready to verify; wherefore he prays judgment if the said William, his action aforesaid against him, to have or maintain, ought, &c.

B. W. HOWARD,
for Defendant.

Whereupon the parties aforesaid, by their attornies aforesaid, move the court here that the whole matters in the premises between them in variance, may be referred according to the act of Assembly in such case made and provided, and approved custom of the court here, to persons indifferently to be appointed by the court here, with the consent of the said parties, to adjust the same.

Referee Appointed.

Whereupon, by consent of the parties by their attornies aforesaid, it is ruled by the court here, that Roger Perry, Esq., be appointed referee between the parties aforesaid, and that he, when the whole matter concerning the premises between the parties aforesaid in variance being fairly adjusted, have his award in writing, under his hand and seal, and return the same to the court here, and judgment of the court to be rendered according to such award, and be final between the said parties, with power to the said referee to examine evidence on oath, by consent of both parties, plaintiff and defendant, and their attornies aforesaid: thereupon day is given as well to the said William, as to the said Walter, by the court here, until the third Monday of April next.

At which said day, to wit, the third Monday of April, being the nineteenth day of the same month, in the year of our Lord eighteen hundred and nineteen, come here again the parties aforesaid, by their attornies aforesaid.

Thereupon the said arbitrator, pursuant to the order aforesaid, returns to the court here his award in manner and form following, to wit:

Award.

Action of case in Allegany County Court.

WILLIAM LAMAR, }
agst. }
WALTER SLICER. }

Being appointed by Allegany County Court, in the State of Maryland, arbitrator to hear, award and determine, of and upon certain matters of controversy, depending in said court, by and between William Lamar, plaintiff, and Walter Slicer, defendant, and having taken upon myself the execution of the power given

by the said County Court, and having given due notice to each of the parties thereof, after receiving, hearing and fully considering the allegations, proofs, circumstances, and representations of the said William Lamar and Walter Slicer, of and concerning the subject matter referred to me, do award and determine, that the said Walter Slicer did assume upon himself in manner and form, as the said William Lamar by his declaration in this cause hath complained, and I do assess the damages of the said William Lamar, by reason of the non-performance of the promises and assumptions aforesaid, to the sum of fifteen hundred and fifty-three dollars, seventeen cents, current money; and I do also award that judgment be entered up by the said County Court, for the said William Lamar, against the said Walter Slicer, as well for the damages in the said declaration contained, by occasion of the non-performance of the promise and assumption aforesaid, as for his costs and charges by him about his suit in the said court expended, to be released on payment of the above sum of fifteen hundred and fifty-three dollars and seventeen cents, current money, with interest thereon, from this day till paid, and costs of suit. Given under my hand and seal at Cumberland, in Allegany County aforesaid, this 20th day of April, 1819.

ROGER PERRY.

Annexed to said award, it is thus endorsed, to wit:

Personally appeared before me, Michael C. Sprigg, and made oath that he delivered on yesterday to Walter Slicer a true copy of the aforegoing award. Sworn to before me this 22d day of April, 1819. THOS. CRESAP.

And thereupon the said William, by his attorney aforesaid, prays the court here to enter judgment on the award aforesaid, unless the said Walter, good and sufficient cause to the contrary shall make appear, by Wednesday in the second week of the present term. Whereupon it is said to the said Walter by the court here, that if he shall not shew good and sufficient cause why judgment on the award aforesaid should not be rendered for the said William by the time aforesaid, judgment will be rendered against him by default thereof; the same day is given to the said William, and so forth.

And now here at this day, to wit, on Wednesday in the second week of this present term, being the twenty-eighth day of the said month, cometh the said William by his attorney aforesaid, and the said Walter, although solemnly called at the same time, cometh not, nor says any in bar or preclusion of the action aforesaid, of him, the said William, nor shews any cause why judgment on the award aforesaid should not be rendered for the said William Lamar, but therein doth make default.

Judgment on the Award.

It is thereupon considered by the court here, that the said William recover against the said Walter, as well the said sum of fifteen hundred and fifty-three dollars and seventeen cents, with interest from the 20th day of April, 1819, which he had sustained by occasion of the non-performance of a certain promise and assumption, as the sum of six dollars, sixty-one and two-third cents, for his costs and charges, by him about his suit in this behalf expended, unto the said William by the court here with his assent adjudged; and the said Walter, in mercy, and so forth.

And whereas afterwards, that it is to say, on the twenty-ninth day of October, in the year eighteen hundred and nineteen, the said William, by his attorney aforesaid, prosecuted and sued forth out of the court here, the writ of the State of Maryland of fieri facias, directed to the sheriff of Allegany County, in the words following, viz:

Fieri Facias.

ALLEGANY COUNTY, *sct:*

The State of Maryland to the Sheriff of Allegany County, greeting:

Whereas, at a County Court, begun and held at the court house in the town of Cumberland, on the third Monday of April, in the year of our Lord eighteen hundred and nineteen, a certain William Lamar, by the judgment of the same court, recovered against a certain Walter Slicer, late of Allegany County, yeoman, as well the sum of fifteen hundred and fifty-three dollars and seventeen cents, current money, certain damages, as the sum of six dollars, sixty-one and two-third cents, for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter Slicer is convict, as manifestly appears of record.

You are therefore hereby commanded, that of the goods and chattles, lands and tenements, of the said Walter Slicer, being in your bailiwick, you cause to be made the damages, costs and charges aforesaid, and have you those sums before the said County Court to be held at the court house, in the town of Cumberland, in the said County, on the third Monday of April next, to render unto the said William Lamar the damages, costs and charges aforesaid; hereof fail not at your peril, and have you then and there this writ:

Witness, the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 11th day of October, 1819.

R. P.—Issued 29th day of October 1819.

AZA BEALL, *Clerk.*

At which mentioned third Monday of April, being the seventeenth day of the same month, in the year eighteen hundred and twenty, and the return day of the foregoing writ, comes again the said William Lamar, by his attorney aforesaid, and the sheriff of Allegany County aforesaid, to wit, George Bruce, gentleman, to whom the said foregoing writ was in form aforesaid directed, and makes return thereof to the court here thus endorsed, to wit:

Return.

"Enjoined 22d of February, 1820."

GEO. BRUCE, *Sheriff.*

And the said Walter Slicer, by Brice W. Howard, his attorney, as aforesaid, files in court here his bill of complaint, in the words following, to wit:

Bill of Complaint.

To the Honorable the Judges of Allegany County Court, as a court of Equity.

Humbly complaining your orator, Walter Slicer, sheweth unto your honours, that some years ago (there existed mutual unsettled accounts between your orator and a certain William Lamar, of Allegany County) the said William Lamar instituted a suit in Allegany County court, against your orator; that at the term of trial for the said suit, the said William Lamar agreed with your orator, to submit the subject matters of the said suit to the final decision and arbitrament of Roger Perry, Esquire; that the said Roger Perry, Esquire, awarded and determined, that your orator was indebted to the said William Lamar in the sum of fifteen hundred and fifty-three dollars and seventeen cents; that at the April term, eighteen hundred and nineteen, of the said court, judgment was rendered upon the said award against your orator for the said sum of fifteen hundred and fifty-three dollars and seventeen cents, with interest from the 20th April, 1819, and costs six dollars and sixty-one and two-third cents. Your orator further states, that since the rendition of the said judgment, he sold and delivered to the said William Lamar a Jersey wagon, and harness for the same, for the price of one hundred and ten dollars, which said sum the said William Lamar agreed should be discounted out of, and allowed as part payment of the said judgment.

Your orator further states, that the said William Lamar, since the rendition of the said judgment (being indebted to your orator, and a certain John Slicer, as copartners in merchandise) in the sum of sixty-four dollars and eighty-nine cents, agreed, that the said last mentioned sum of money should also be allowed as a credit on the said judgment against your orator.

Your orator further states, that the said William Lamar, contrary to

equity and good conscience, and in violation of his said agreements, hath issued an execution against your orator on said judgment for the whole amount thereof, and without allowing your orator any credit on the same, by reason of which your orator is likely to suffer great *hardship*, and his property may probably be sacrificed. In tender consideration whereof, and for as much as your orator is without relief except through the aid of this honorable court, where matters of this kind are properly cognizable, may it therefore please your honors to grant unto your orator an injunction against the said William Lamar, to stay all further proceedings on the said judgment until this matter be heard and determined by this honorable court; may it please your honors to grant to your orator the writ of the State of subpœna in the usual form, commanding the said William Lamar to be and appear in this honorable court to answer the premises; and your orator will ever pray, &c.

B. W. HOWARD,
for Complainant.

STATE OF MARYLAND, *Allegany County, ss.*

Be it remembered, that on the first day of February, in the year of our Lord eighteen hundred and twenty, personally appeared Walter Slicer before me, the subscriber, a justice of the peace in and for the county aforesaid, and made oath, that the *facts* stated in the foregoing bill of complaint are *true* as they are stated, to the best of his knowledge and belief.

Sworn before

JOHN A. HOFFMAN.

The clerk of Allegany county court is hereby directed to issue injunction and subpœna, as prayed upon; approved injunction bond being filed.

ABM. SHRIVER.

February 12th, 1820.

STATE OF MARYLAND, *Allegany County, to wit:*

I, Aza Beall, clerk of Allegany county court, do certify, that John A. Hoffman, Esquire, before whom the within affidavit appears to have been taken, was at the time of administering thereof, and still is a justice of the peace in and for the aforesaid county, duly commissioned and qualified, to all whose acts as such full faith and credit ought to be given, as well in courts of justice as thereout.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, this first day of February, in the year of our Lord eighteen hundred and twenty.

[L. S.]

AZA BEALL,
Clerk of Allegany County Court.

Whereupon the said Walter Slicer, by Brice W. Howard, his attorney, as aforesaid, files in court here an injunction bond in the following words, to wit:

Injunction Bond.

Known all men by these presents, that we, Walter Slicer, Alexander Sanford and Samuel Thomas, of Allegany county, State of Maryland, are held and firmly bound unto William Lamar, of the county and State aforesaid, in the full and just sum of three thousand one hundred and thirteen dollars current money of the United States, to be paid to the said William Lamar, his executors, administrators or assigns, to the true payment whereof we bind ourselves, and every of us, our, and every of our heirs, executors and administrators, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seals, and dated this second day of December, in the year of our Lord eighteen hundred and nineteen.

Whereas, the above bound Walter Slicer is about to obtain an injunction to stay proceedings at law on a judgment, rendered against him in Allegany county court by the above named William Lamar, for the sum of fifteen hundred and fifty-three dollars and seventeen cents debt, with interest from the 20th day of April, 1819, and $6 61\frac{2}{3}$ costs: now the condition of the above obligation is such, that if the said Walter Slicer shall prosecute the said writ of injunction with effect, and satisfy and pay, as well the said sum of money and costs, as all costs, damages and charges, that shall accrue in Allegany county court, as a court of equity, or be occasioned by the delay of execution on the said judgment, unless the said court, as a court of equity, shall decree to the contrary, and shall in all things obey such order and decree, as the said court of equity shall make in the premises; then the above obligation to be of none effect, else to be of full force and virtue.

WALTER SLICER, [L. S.]
A. SANFORD, [L. S.]
SAM. THOMAS. [L. S.]

Signed, sealed and delivered in the presence of
B. W. Howard.

On the back of the said bond are the following endorsements, to wit:

I believe the securities to be sufficient.

BRICE W. HOWARD.

Securities of the within bond approved.

ABM. SHRIVER.

And whereas, afterwards, on the third Monday of April, in the year of our Lord eighteen hundred and twenty-two, the said Wil-

liam, by his attorney aforesaid, files in court here his answer to the bill of injunction of the said Walter, which is as follows, to wit:

Answer to the Bill of Injunction.

In Allegany County Court as a Court of Equity.

WALTER SLICER, *agst.* WILLIAM LAMAR.

The answer of William Lamar to the Bill of Complaint of Walter Slicer. This defendant, now and at all times hereafter saving and reserving to himself, all and all manner of benefit of exception to the many imperfections and untruths in the said complainant's said bill of complaint, for answer thereto, or so much as he is advised to be material for him to make answer unto, he answereth and saith: that he admits, that this defendant recovered a judgment against the said Walter Slicer, as stated in the said complainant's bill of complaint. This defendant further answering saith, that he denies, that the complainant, since the rendition of the said judgment, sold and delivered to this defendant a Jersey wagon and harness, for the price of one hundred and ten dollars, which was to be discounted or allowed as a part payment of said judgment.

This defendant admits, that since the rendition of the said judgment, the said Walter Slicer sold and delivered to this defendant a Jersey wagon or carry-all for sixty dollars, and a horse for two hundred dollars, which was to be discounted out of and allowed in part payment of the said judgment; that the horse not being sound, as warranted by the said Walter Slicer, was returned to and received by him, and that this defendant has given credit in the said judgment for the said sixty dollars, due for the said Jersey wagon or carry-all, and fifteen dollars for salt.

This defendant further answering saith, that he admits, that since the rendition of the said judgment, he purchased of the said Walter Slicer and a certain John Slicer, as copartners in merchandise, sundry goods, the amount of which is not known to this defendant; but this defendant denies it ever was agreed, that the same should be allowed as a credit on the said judgment. This defendant further answering denies, that contrary to equity and good conscience, and in violation of his agreement, he ever took out an execution on the said judgment; he therefore prays hence to be dismissed with his reasonable costs.

ROGER PERRY,
Sol'r. for Defendant.

MARYLAND, ALLEGANY COUNTY, *to wit:*

On this 12th day of April, 1822, before me, the subscriber, one of the Justices of the Peace of the State of Maryland, in and for the County aforesaid, personally appears William Lamar, and makes oath that the facts stated in the foregoing answer are true, to the best of his recollection and belief.

Sworn before

CHARLES F. BRODHAG.

In Allegany County court, as a court of Equity, October term, 1822.

Injunction Dissolved.

WALTER SLICER,
vs.
WILLIAM LAMAR.

Ordered by this court, as a Court of Equity, this 19th day of October, 1822, that the injunction in this case heretofore issued be dissolved, except for the amount of seventy-five dollars admitted by the defendant in his answer.

JOHN BUCHANAN,
TH. BUCHANAN.

Thereupon afterwards, to wit, on the seventh day of March, in the year of our Lord one thousand eight hundred and twenty-three, the said William, by his attorney aforesaid, prosecuted and sued forth out of the County court here, the writ of the State of Maryland fieri facias, directed to the Sheriff of Allegany County, in the words following, that is to say:

2d. Fi. Fa.

ALLEGANY COUNTY, *to wit:*

The State of Maryland to the Sheriff of Allegany County, greeting:

Whereas, at a County court begun and held at the court house, in the town of Cumberland, on the third Monday of April, in the year of our Lord one thousand eight hundred and nineteen, a certain William Lamar, by judgment of the same court, recovered against a certain Walter Slicer, late of Allegany County, yeoman, as well the sum of fifteen hundred and fifty-three dollars and seventeen cents current money, damages, with interest on the same from 20th April, 1819, as the sum of six dollars and sixty-one and two-

third cents for his costs and charges by him about his suit in that behalf laid out and expended; whereof the said Walter Slicer is convict, as manifestly appears of record.

You are, therefore, hereby commanded, that of the goods and chattles, lands and tenements of the said Walter Slicer, being in your bailiwick, you cause to be made the damages, costs and charges aforesaid; and have you those sums before the said County court, to be held at the court house in the town of Cumberland, on the third Monday of April next, to render unto the said William Lamar the damages, costs and charges aforesaid, with the additional costs thereon. Hereof fail not at your peril; and have you then and there this writ. Witness the Honorable John Buchanan, Esquire, Chief Justice of our said court, the 14th day of October, 1822.

R. P.—Issued the 7th day of March, 1823.

ASA BEALL, *Cl'k.*

At which mentioned third Monday of April, being the twenty-first day of the same month, in the year of our Lord one thousand eight hundred and twenty-three, and the day of the return of the foregoing writ, come again the said William by his attorney aforesaid, and the said Sheriff of Allegany County, to wit, Andrew Bruce, gentleman, to whom the said foregoing writ was in form aforesaid directed, and makes return thereof to the court here thus endorsed, to wit:

Return 2d Fi. Fa.

"Levied as per schedule returned in fi. fa., No. 85, and property on hand for want of bidders."

ANDREW BRUCE, *Sh'ff.*

Schedule.

Inventory of the lands and tenements of Walter Slicer, taken by virtue of three writs of fieri facias issued out of Allegany County court, and to me directed at the suits of William Lamar, United States, Benton use of Bowie. All the right, title, claim and interest of Walter Slicer, in and to part of a tract of land called "George's Adventure;" containing one hundred acres, with the improvements. Also all the right, title and interest of said Slicer, in and to part of a tract of land called "Walnut Bottom," conveyed by said Slicer to William Osborne and Henry Wilson, with the improvements thereon, valued at $1080.

ANDREW BRUCE, *Sh'ff.*

We, the subscribers, being duly summoned and sworn, have ap-

praised the property contained in this inventory to the best of our skill and judgment, this 5th day of April, 1823.

Witness,

ANDREW BRUCE.

GEO. BRUCE, [L. S.]
JOSEPH McCULLOH, [L. S.]
CHARLES HECK, [L. S.]
JAMES P. CARLETON, [L. S.]

And whereas afterwards, on the eighteenth day of June, in the year eighteen hundred and twenty-three, the said William, by his attorney aforesaid, prosecuted and sued forth out of the court here the writ of the State of Maryland, of venditioni exponas, directed to Andrew Bruce, Sheriff of Allegany County, of the tenor following, viz:

Venditioni Exponas.

MARYLAND, *ss.*

The State of Maryland to the Sheriff of Allegany County, greeting:

Whereas at a County court, begun and held at the court house in the town of Cumberland, on the third Monday of April, in the year of our Lord eighteen hundred and nineteen, a certain William Lamar, by the judgment of the said court, recovered against a certain Walter Slicer, late of Allegany county, yeoman, as well the sum of fifteen hundred and fifty-three dollars and seventeen cents, certain damages which he had sustained by the non-performance of certain promises and assumptions by the said Walter to the said William before that time made, as the sum of six dollars sixty-one and two-third cents for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Walter is convict, as appears of record.

And whereas, also, on the 7th day of March, in the year 1823, command was given to you that of the goods and chattels, lands and tenements of the said William Slicer, being in your bailiwick, you should cause to be made the damages, costs and charges aforesaid, and that you should have those sums before the said County court, to be held at the court house in the town of Cumberland, on the third Monday of April then next, to be rendered unto the said William Lamar for the damages, costs and charges aforesaid; on which said third Monday of April you made return thereof to the said court, that by virtue of the said writ to you directed for that purpose, you had taken all the right, title, claim and interest of Walter Slicer, in and to part of a tract of land called "George's Adventure," containing one hundred acres with the improvements; also all the right and interest of him, the said Walter, in and to

part of a tract of land called Walnut Bottom, conveyed by said Slicer to William Osborn and Henry Wineon, with the improvements thereon; the goods and chattels, lands and tenements of the said Walter Slicer, in your bailiwick being, to satisfy unto the said William Lamar the damages, costs and charges aforesaid, in the said writ mentioned, which said goods and chattels, lands and tenements remained in your hands unsold for want of buyers—so that the damages, costs and charges aforesaid you could not have, as by the said writ you were commanded.

Therefore, you are hereby commanded that the said goods and chattels, lands and tenements so as aforesaid taken, you expose to sale, and the money therefrom arising you have before the said County court, to be held at the court house in the town of Cumberland, on the second Monday of October next, to render unto the said William Lamar the damages, costs and charges aforesaid, and how you shall execute this writ, that you make known unto the said court at the place and on the day aforesaid; and have then and there this writ.

Witness the Honorable John Buchanan, Esquire, Chief Judge of our said court, the 21st day of April, 1823.

R. P.—Issued the 18th day of June, 1823.

AZA BEALL, *Clk.*

At which said second Monday of October, being the thirteenth day of the same month, in the year eighteen hundred and twenty-three, and the day of the return of the foregoing writ, comes again the said William by his attorney aforesaid; and the said Andrew Bruce, Esquire, to whom the said foregoing writ was in form aforesaid directed, now here makes return thereof thus endorsed, to wit:

"Made as per return annexed, $338 22.

ANDW. BRUCE, *Sh'ff.*"

Return as follows, to wit:

"To the Honorable the Judges of Allegany County court within mentioned.

"I hereby certify and return, that in pursuance of the annexed writ of 'venditioni exponas' to me directed, after having given twenty days previous notice by advertisement inserted in the Western Herald and Maryland Advocate, newspapers printed in the town of Cumberland in Allegany County, Maryland, and also by advertisements set up at the court house door and at the house of John Van Buskirk and Christian Krepps, public places near the place of sale, of the time, place, manner and terms of sale: I did, on the twentieth day of September, eighteen hundred and twenty-three, at the house of John Van Buskirk, in Allegany County aforesaid, offer at public sale to the highest bidder, for ready *ready*

cash, the property in the said writ mentioned—at which said sale the said William Lamar became the highest bidder and purchaser of all the right, title and interest of the said Walter Slicer, of, in and to the said part of a tract of land called "George's Adventure," and the said part of a tract of land called "Walnut Bottom," in the said writ mentioned, for the sum of three hundred and fifty dollars, which, after deducting the sum of eleven dollars seventy-eight cents, leaves the sum of three hundred and thirty-eight dollars twenty-two cents, made on the said writ, and that he hath executed to the said William Lamar a deed for the said property, so by him purchased as aforesaid; and that the balance of the said debt still remains unsatisfied.

So answers

AND'W. BRUCE, *Sh'ff.*

Memorandum.

Judgment rendered in the within cause on the 28th day of April, in the year 1819, for the sum of $1553 17, current money, with interest, from the 20th day of April, 1819, and costs $6 61⅔ on the award as filed.

MARYLAND, *sct.*

I hereby certify that the aforegoing is truly taken from the record of proceedings of Allegany County Court, of the State of Maryland.

In tetstimony whereof to this exemplification, I hereunto subscribe my name, and affix my seal of office,
[L. S.] this sixth day of October, in the year of our Lord one thousand eight hundred and thirty-eight.

AZA BEALL,
Clerk of Allegany County, Maryland.

And that all the proceedings which appear, or are stated in said record, were had as stated in said record by the persons, at the time, and in the manner stated in said record.

It is also admitted that the said lands appearing in the return of said last mentioned record, were in fact sold to the said William Lamar, at the time and in the manner stated; the sheriff's return of the sale appearing in the said last mentioned record of proceedings in said case; and that Andrew Bruce, by whom said sale is therein reported to have been made to the plaintiff, was the sheriff of Allegany County aforesaid; and that being said sheriff, the said Andrew Bruce, after the sale so as aforesaid made by him, conveyed the said land so by him sold, to said William Lamar, by the following deed, which is admitted to have been duly executed, acknowledged, delivered and recorded.

The following Deed was recorded the 18th October, 1823.

Deed from Andw. Bruce, Sh'ff. of Alleg'y Co. to William Lamar,—dated, 18th Oct'r., 1823.

This Indenture, made this eighteenth day of October, in the year of our Lord eighteen hundred and twenty-three, between Andrew Bruce, Esquire, sheriff of Allegany county, State of Maryland, of the one part, and William Lamar, of the same county and State, of the other part, witnesseth: Whereas, on the seventeenth day of March, in the year of our Lord eighteen hundred and twenty-three, a certain writ of the State of Maryland, of fieri facias, did issue forth out of Allegany County Court, to the said sheriff of Allegany County directed, reciting, that whereas at a County Court begun and held at the court house in the town of Cumberland, on the third Monday of April, in the year of our Lord, eighteen hundred and nineteen, a certain William Lamar, by the judgment of the same court, recovered against a certain Walter Slicer, late of Allegany County, yeoman, as well the sum of fifteen hundred and fifty-three dollars and seventeen cents, certain damages, which he had sustained by the non-performance of a certain promise and assumption by the said Walter to the said William before that time made, as the sum of six dollars sixty-six cents and two thirds of a cent for his costs and charges in that behalf laid out and expended, whereof the said Walter was convict, as manifestly appears of record; the said sheriff was therefore commanded that of the goods and chattles, lands and tenements of the said Walter Slicer, being in his bailiwick, he should cause to be made and levied the damages, costs and charges aforesaid, and that he should have those sums of money before the said County Court of Allegany County, on the third day of April then next, to render unto the said William Lamar the damages, costs and charges aforesaid; and the said sheriff should also have then there that writ. And whereas, also, the said writ came to the hands of the said sheriff, and in pursuance of the command therein contained, the said sheriff laid the same upon all the right, title, claim and interest of the said Walter Slicer in and to part of a tract of land called George's Adventure, containing one hundred acres, with the improvements; also part of a tract called Walnut Bottom, which said part was conveyed by the said Walter Slicer to William Osborn and Henry *Winsom* together with the improvements thereon, lying and being in Allegany County aforesaid. And whereas, also, the said sheriff, after having given twenty days previous notice by advertisements set up at the court house door, and at the house of Christian Krepps and John Van Buskirk, the most public places in said county, near the premises, and published in the Western Herald, a newspaper printed in the town of Cumberland, and having a general circulation in said county; the said sheriff did, on the second day of April, in the year of our Lord eighteen hundred and twenty-three, at the house of

John Van Buskirk, in the town of Cumberland, expose the said part of a tract of land, called George's Adventure, and parts of a tract called Walnut Bottom, so as aforesaid taken in execution on the said writ, to public sale to the highest bidder; but there appearing no person or persons who would bid for the same, the said sheriff, to wit, the said Andrew Bruce, Esquire, did afterwards, that is to say, on the said third Monday of April in the year last aforesaid, return to the said County Court, that by virtue of the said writ to him directed for that purpose, he had taken of the lands and tenements of the said Walter Slicer, being in his bailiwick, the said part of a tract of land called George's Adventure, and the said part of of a tract of land called Walnut Bottom, lying and being in Allegany County aforesaid, which remained in the custody of him the said sheriff for want of buyers, so that he could not have those sums of money before the said County Court at the day aforesaid, as by the said writ he was commanded. And whereas, also, on the eighteenth day of June, in the year of our Lord eighteen hundred and twenty-three, a certain other writ of the said State of Maryland of venditioni exponas, did issue forth out of the said County Court to the said sheriff of Allegany County directed, reciting the premises as herein before set forth, whereby the said sheriff was commanded that the said parts of the said tracts of land so as aforesaid taken he expose to sale, and the money therefrom arising he should have before the said County Court, to be held at the court house of Allegany County on the second Monday of October then next, to render unto the said William Lamar the damages, costs and charges aforesaid, and all such costs as had accrued on the writ of fieri facias aforesaid, and that he should have then and there that writ, &c. And whereas, also, the said last mentioned writ came to the hands of said sheriff, and in pursuance of the command therein contained, the said sheriff, after having given twenty days' public notice by advertisements set up at the court house door of said county, also at the house of Christian Krepps and John Van Buskirk, in said county, and the most public places in said county near the premises, and by publishing the same in the Western Herald and Maryland Advocate, a newspaper in the town of Cumberland, and having a general circulation in Allegany County: did, on the twentieth day of September, in the year of our Lord eighteen hundred and twenty-three, expose to public sale to the highest bidder the said parts of the said tracts of land aforesaid, and thereat the herein before named William Lamar became the highest bidder and purchaser of said part of a tract of land called George's Adventure, and the said part of a tract called Walnut Bottom, for the sum of three hundred and fifty dollars, current money, and hath since paid the purchase money to the said sheriff, and is now desirous of obtaining a title to the said parts of the said tracts of land in consequence thereof.

Now this Indenture witnesseth, that for and in consideration of the

premises, and of the sum of five dollars current money of the United States to the said Andrew Bruce, Esq., sheriff as aforesaid in hand paid at or before the sealing and delivery of the presents, the receipt whereof is hereby acknowledged, the said Andrew Bruce, Esquire, sheriff as aforesaid, hath granted, bargained, sold, and by these presents doth grant, bargain and sell unto him the said William Lamar, his heirs and assigns, the said part of a tract of land called George's Adventure, containing one hundred acres, and part of a tract of land called Walnut Bottom, which said part of Walnut Bottom was conveyed by the said Walter Slicer to William Osborn and Henry *Wineour*, together with the improvements so as aforesaid taken on the writ of fieri facias aforesaid, exposed to sale in virtue of the said writ of venditioni exponas, with the appurtenances thereunto belonging. To have and to hold the same parts of the said tract of land called George's Adventure and Walnut Bottom, with the appurtenances unto the said William Lamar, his heirs and assigns, to the only proper use and behoof of him the said William Lamar, his heirs and assigns forever.

In witness whereof the said Andrew Bruce, Esquire, sheriff as aforesaid, hath hereunto set his hand and affixed his seal the day and year first herein before written.

ANDREW BRUCE, *Sheriff.* [L. S.]

Signed, sealed and delivered in the presence of

JAS. MORRISON,
JACOB HOBLITZELL.

MARYLAND, ALLEGANY COUNTY, *to wit :*

On this eighth day of October, in the year of our Lord eighteen hundred and twenty-three, personally appears Andrew Bruce, Esquire, Sheriff of Allegany county, party-grantor mentioned in the within deed or instrument of writing, before us, the subscribers, two of the State of Maryland Justices of the Peace, for the county aforesaid, and acknowledged the said within deed, or instrument of writing, to be his act and deed, and the lands and premises therein mentioned, and thereby bargained and sold, to be the right estate of William Lamar, party-grantee, also therein mentioned, his heirs and assigns, forever; according to the purport, true intent and meaning of the said deed or instrument of writing, and the acts of Assembly in such case made and provided.

Acknowledged before, and certified by,

JAS. MORRISON,
JACOB HOBLITZELL.

STATE OF MARYLAND, ALLEGANY COUNTY, *ss.*

I, Aza Beall, Clerk of Allegany County Court, do hereby certify, that the foregoing copy is truly taken from Liber A. B., No. M., folios 277, 278 and 279, one of the land records of Allegany county.

In testimony whereof, I hereunto subscribe my name and [L. S.] affix the seal of said court, this twenty-fifth day of March, 1839.

AZA BEALL, *Cl'k.*

It is also admitted, that the said plaintiff in this action was, at the institution of this suit, a citizen of the State of Virginia, and that since its institution, he has removed into this State, and is now a citizen of the State of Maryland; and that David Lynn, the original defendant in this action, was, at its institution, and until his death, and the present defendants are citizens of the State of Maryland.

It is also admitted, the said David Lynn departed this life in the year , having, by last will and testament, duly made and published, devised all his right, title and interest, in and to the aforesaid tract of land, called George's Adventure, to the present defendants in this action; and that all the right, title and interest, of the said David, in and to the aforesaid one hundred acres, part of said tract of land, is by said last will and testament vested in the present defendants in this action, as the devisees of said Lynn.

Whereupon, the premises being seen and fully understood by the court here, and mature deliberation thereupon had, for that it appears to the court here, that the said devisees of the said David Lynn are nothing guilty of the mishap and ejectment aforesaid, as the said devisees above, in pleading for themselves, have alleged.

Judgment upon the case stated for the Defendants.

Therefore, it is considered by the court here, that the said Richard Fen, lessee of the said David Shriver, Junior, take nothing by his declaration aforesaid—but be in mercy for his false clamor thereupon; and that the said devisees of the said David Lynn go thereof without day, and so forth.

And it is further considered by the court here, that the said devisees of the said David Lynn recover against the said Richard Fen, lessee of the said David Shriver, Junior, the sum of by the court here, on their assent, adjudged unto them, the said devisees, for their costs and charges by them about their defence in this behalf laid out and expended, and that they have thereof their execution, and so forth—and the said Richard Fen, lessee of the said David Shriver, Junior, in mercy, and so forth.

Afterwards, to wit, on the eighteenth day of April, in the year of our Lord one thousand eight hundred and thirty-nine, the aforesaid Richard Fen, lessee of the said David Shriver, Junior, by his attornies aforesaid, produced to the said circuit court here, the writ of the said United States of America, for the Correcting of Errors, of and upon the premises, commanding the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things concerning the same, to be transmitted to the Supreme Court of the United States, to be held at the city of Washington, on the second Monday in January next, which said writ of error is in the words and of the tenor following, to wit:

Writ of Error.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the Judges of the Circuit Court of the United States for the District of Maryland, Greeting:

[L. S.] Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court, before you, or some of you, between Richard Fen, lessee of David Shriver, Junior, and Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, (who married with Francina C. Lynn, dec'd, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley, and Eliza M. Schley, children of Frederick A. Schley and Francina, his wife,) devisees of David Lynn, a manifest error hath happened, to the great damage of the said Richard Fen, lessee of the said David Shriver, Junior, as by his complaint appears: we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that, then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday in January next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid, being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness, the Honorable Roger B. Taney, Chief Justice of our Supreme Court, the second Monday in January, in the year of our Lord one thousand eight hundred and thirty-nine.

THO. SPICER, *Clk. Circuit Ct.*

Issued 18 April, 1839, J. V. L. McM.
R. J.

In pursuance whereof, and according to the form and effect of the act of Congress in such case made and provided, a transcript of the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things relating to the same, together with the said writ of error, are hereby transmitted to the said Supreme Court of the United States accordingly.

Citation.

The United States of America, to Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, (who married with Francina C. Lynn, dec'd, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley and Eliza M. Schley, children of Frederick A. Schley and Francina, his wife,) devisees of David Lynn, greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be held at the city of Washington on the second Monday in January next, pursuant to a writ of error filed in the Clerk's Office of the Circuit Court of the United States for the fourth circuit, in and for the Maryland District, wherein Richard Fen, lessee of David Shriver, junior, is plaintiff, and you are defendants, to shew cause, if any there be, why the judgment rendered against the said Richard Fen, lessee of the said David Shriver, Junior, in the said writ of error mentioned, should not be corrected, and why speedy should not be done to the parties in that behalf. Witness my hand and seal this eighteenth day of April, in the year of our Lord 1839.

U. S. HEATH, [L. S.]
Dt. Judge.

I acknowledge notice of the above citation.
WM. SCHLEY, *Att'y for Defendants.*

Writ of Error Bond.

Know all men by these presents, that we, David Shriver, Junior, James Smith and Joseph Shriver, are held and firmly bound unto Mary Lynn, William Lynn, George Lynn, John G. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, (who married with Francina C. Lynn, dec'd, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley, and Eliza M. Schley, children of Frederick A. Schley and Francina, his wife,) devisees of David Lynn, in the full and just sum of five hundred dollars, lawful money of the United States, to be paid to the said Mary Lynn, William Lynn, George Lynn, John Lynn, James C. Lynn, Ellen

Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, Frederick Augustus Schley, William Henry Schley, and Eliza M. Schley, their heirs, executors, administrators or assigns; to which payment well and truly to be made and done, we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-third day of October, in the year of our Lord one thousand eight hundred and forty-one.

Whereas, at a Circuit Court of the United States for the fourth circuit, in and for the Maryland District, begun and held at the city of Baltimore on the first Monday in April, in the year of our Lord one thousand eight hundred and thirty-nine, the said Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, (who married with Francina C. Lynn, dec'd, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley, and Eliza M. Schley, children of Frederick A. Schley and Francina, his wife,) devisees of David Lynn, by the judgment of the same court, recovered against a certain Richard Fenn, lessee of David Shriver, Junior, their costs by them laid out and expended, about their defence of a certain plea of trespass and ejectment brought against , by the said Richard Fen, lessee of the said David Shriver, Junior.

And whereas the said Richard Fen, lessee of the said David Shriver, Junior, hath sued out the writ of the said United States of America for the correcting of errors, and a citation directed to the said Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, (who married with Francina C. Lynn, dec'd, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley, and Eliza M. Schley, children of Frederick A. Schley and Francina, his wife,) devisees of David Lynn, citing and admonishing them to be and appear at a Supreme Court of the United States, to be held at the city of Washington, on the second Monday in January then next after the date of the said writ of error and citation, to shew cause, if any there be, why the judgment as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Now the condition of the above obligation is such, that if the said Richard Fen, lessee of the said David Shriver, Junior, shall well and truly prosecute with effect his said writ of error, and pay unto the said Mary Lynn, William Lynn, George Lynn, John G. Lynn, James C. Lynn, Ellen Jane Lynn, Mary Magruder, Jonathan W. Magruder, Anna B. Tilghman, Frederick Augustus Schley, (who married with Francina C. Lynn, dec'd, daughter of David Lynn, Frederick Augustus Schley, William Henry Schley,